



THE GRANTOR (b) (6) his wife,

of Everett, Snohomish County, State of Washington

for and in consideration of Sixteen thousand (\$16,000)

Dollars in hand paid, convey and warrant to Peter C. Reilly of Indianapolis, Indiana

the grantee the following described real estate:

Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with all tide and shore lands of the second class owned by the parties of the first part, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, between the North and South boundary lines produced westerly of said Lot five (5) except the Northern Pacific Railway right of way over and across said premises, containing 3.51 acres more or less.

situated in the county of King, State of Washington.

Dated March 22nd, A. D., 19 16

Signed in presence of

(b) (6)

(b) (6)

State of Washington, } ss.  
County of KING

THIS IS TO CERTIFY, That on this 22nd day of March A. D., 19 16

before me the undersigned a Notary Public in and for the

State of Washington, duly commissioned and sworn personally came (b) (6)

(b) (6)

to me known to be the individual described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at Seattle, Wash.

R 200019

PREPARED BY

## Warranty Deed

FROM

(b) (6)

TO

Peter C. Reilly

Date March 22nd,, 1916

Filed for record at request of

Nashings + SteadmanMAR 23 1916

on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

at 55 minutes past 11 a Mand recorded in Volume 933of \_\_\_\_\_ Deeds \_\_\_\_\_ Page 596

records of \_\_\_\_\_ King

County Nashville

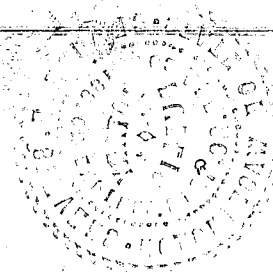
By

G. A. Stule

COUNTY AUDITOR

DEPUTY

R 200018

441  
2975

This Indenture, Made this 22nd day of March

in the year of our Lord One Thousand Nine Hundred Sixteen

Witnesseth: That (b) (6) of  
Everett, Washington,

grantorS herein, for and in consideration of T E N . . . . . DOLLARS,  
lawful money of the United States, in hand paid, hereby convey and quit-claim  
to Peter C. Reilly, of Indianapolis, Indiana,

grantee — herein,  
all their interest in the following described real estate, situated in the county of King

state of Washington, to wit: All shorelands of second class of State of Washing-  
ton owned by grantors, situated in front of, adjacent to or abutting upon  
that portion of the government meander line lying in front of Lot No.  
5, Section No. 29, in Township No. 24 North of Range No. 5 East W.M.,  
which are North of the South boundary line of said Lot 5 produced West-  
erly.

This deed is given to supplement a warranty deed to said  
Reilly by grantors conveying said Lot 5 and the shorelands abutting Lot  
5 between the North and South line of said Lot 5 produced Westerly.  
The intention hereby being to limit the shorelands conveyed to those  
North of said South line of Lot 5 produced Westerly, and to include in  
the shorelands, if any there be, abutting said Lot 5 North of the North  
line of said Lot 5 produced Westerly;

In Witness Whereof The said grantorS have hereunto set their hands and seal the day  
and year first hereinabove written.

Signed Sealed and Delivered in Presence of

(b) (6)

(b) (6)

(L)

(L)

(SEAL)

(SEAL)

STATE OF WASHINGTON, } ss.  
County of King.

THIS IS TO CERTIFY, That on this 22nd day of March 191 6,

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned, sworn and qualified,  
personally appeared (b) (6)

to me personally known to be the individualS named in and who executed the within instrument and acknowledged to  
me that they signed and sealed the same as their free and voluntary act and deed for  
the uses and purposes therein mentioned.

WITNESS my hand and notarial seal, this the day and year in this certificate first above written.

Charles P. Higgins

Notary Public in and for the State of Washington, residing at Seattle.

COMPARED By S. A. Y.

18

R 200020

1049145

# Quit Claim Deed

FROM

TO

Dated: \_\_\_\_\_, 191

Filed for Record at Request of ..

*Hastings & Stedman*

MAR 22 1916

on the \_\_\_\_\_ day of \_\_\_\_\_, 191

at 56 minutes past 11 9 M.

and recorded in volume 941

of Deeds, Page 525

Records of King County,  
State of Washington.

*Hyman Phelps*  
Auditor of said County.

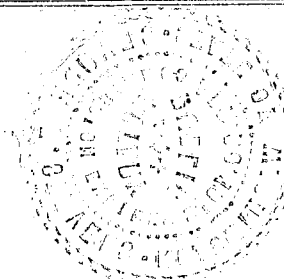
By G. A. Stule  
Deputy.

HASTINGS & STEDMAN 441

ATTORNEYS

HALLER BUILDING, SEATTLE, WASHINGTON 2078

15





# WARRANTY DEED

In the Matter of Secondary State Highway No. 2-A, Kenmydale North

KNOW ALL MEN BY THESE PRESENTS, That the Grantors, PETER C. REILLY and INEVA REILLY, husband and wife, of Indianapolis, Indiana,

for and in consideration of the sum of Ten and 00/100 ----- Dollars, and other valuable considerations,

in hand paid, the receipt whereof is hereby acknowledged, hereby convey..... and warrant..... to the State of Washington, the following described real estate situated in King County, in the State of Washington, to-wit:

All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kenmydale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet West of the  $\frac{1}{4}$  corner common to Sections 29 and 32, said Township and Range, EXCEPT that from Highway Engineer's Station 10+00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East/line of the now existing and traveled Secondary State Highway No. 2 (old highway), and except all that portion, if any, which may have been/ conveyed for highway purposes.

It is further expressly understood and agreed that the State of Washington contemplates the construction of a limited access highway, facility and/or service road and street upon all or a portion of said property hereby conveyed, and that the Grantors sell, transfer, convey and relinquish all rights of access, air, view and light including all rights of ingress, egress and regress to, from, between and across said property and said limited access highway, facility and/or service road except in the manner and upon such terms and conditions as the Department of Highways may specify.

The total area of the land herein conveyed is 10.6 acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval February 7, 1950.

The Grantors herein reserve the right to remove all improvements, including fence, water pipes and buildings, from the lands herein conveyed, assuming all liabilities to persons and/or property connected with said removal, at any time before October 15, 1951; however, after October 15, 1951, all improvements remaining upon or partially remaining upon said lands shall become the property of the State of Washington and all rights of the Grantors herein to said improvements shall then cease and terminate.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 30th day of August, 1951

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS,

By \_\_\_\_\_  
Right of Way Engineer.

*Peter C. Reilly*  
*Ineva T. Reilly*

R 200022

INDIANA  
STATE OF ~~WASHINGTON~~,  
County of MARION } ss.  
(Individual acknowledgment form)

I, the undersigned, a notary public in and for the State of ~~Washington~~ Indiana, hereby certify that on this  
30th day of August, 1951 personally appeared before me  
Peter C. Reilly and Ineva T. Reilly

to me known to be the individual s described in and who executed the foregoing instrument, and ac-  
knowledged that they signed and sealed the same as their free and voluntary act and deed, for  
the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Janet E. Storch  
Notary Public in and for the State of ~~Washington~~ Indiana,  
County of Marion Indianapolis, Ind.  
Residing at \_\_\_\_\_

(Corporation acknowledgment form) My commission expires June 11, 1952  
STATE OF WASHINGTON, } ss.  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared  
\_\_\_\_\_ and \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_  
of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the  
free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and  
on oath stated that \_\_\_\_\_ authorized to execute said instrument and that the seal  
affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

WARRANTY DEED

FROM

TO

STATE OF WASHINGTON

IN

County

When recorded mail to

DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASH.

State Highway No. \_\_\_\_\_


STATE PRINTING PLANT, OLYMPIA, WASH.

1  
2  
3  
4 STATE OF WASHINGTON)  
5 ) ss  
6 COUNTY OF KING )

7 (b) (6), being first duly sworn  
8 on his oath deposes and says: That he is now and has been a  
9 resident of Everett, Snohomish County, State of Washington for  
10 years last past; That until this affiant married his  
11 present wife, (b) (6) he was a bachelor, and that he  
12 has lived with his present wife, said (b) (6)  
13 continuously since he married her.

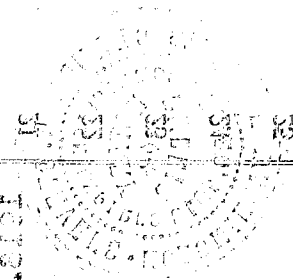
14 That affiant further states that he never brought a divorce  
15 action against his wife and that the (b) (6) who  
16 instituted proceedings against (b) (6) under cause  
17 No. 104146 in the Superior Court of King County, Washington is  
18 not this affiant.

19 (b) (6)  
20 Subscribed and sworn to before me this 22 day of March A. D.  
21 1916.

22   
23 Notary Public in and for the State  
24 of Washington, residing at Seattle  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

R 200030

R 200031



1013.

Prescribed and sworn to before me this 23rd day of March A. D.  
1918.  
Not this office.

of Washington, residing at private  
Hotel Republic in and for the State

1049140

Union of Russia, C.

COMPARED By C. & Y.  
H

JOHN A. C. KING  
DEPT. OF INVESTIGATION

Filed for Record at  
Washington & Friedman

MAR 23 1918  
AT 5:11 PM. P. 111a  
951

AND RECORDED IN VOL. 13  
OF Deeds  
RECORDS OF KING COUNTY, WASH.

G. A. Steele  
County Clerk

MAIL

451

441  
441

1  
2  
3  
4  
5 STATE OF WASHINGTON)  
6 COUNTY OF KING } ss

7 (b) (6) on his oath deposes and  
8 says that he is a physician and surgeon practicing in Seattle,  
9 Washington; That prior to July 10th, 1910 he rendered medical  
10 services for one (b) (6) to the total value of \$175.00;  
11 That on or about July 10th, 1910 he assigned said claim of \$175.00  
12 against said (b) (6) to the Creditors Collection Agency, Inc.,  
13 of Seattle, Washington, which subsequently sued and recovered  
14 judgment on said claim which judgment is of record in Docket  
15 30 at page 203 in the office of the Clerk of Court of King County  
16 Washington;

17 That he has met and personally knows (b) (6) of  
18 Everett, Snohomish County, State of Washington, who claims to  
19 own Lot 5 Section 29, Township 24 North Range 5 East, W. M.  
20 together with tide and shore lands of the second class situated  
21 near Kenndale in King County, State of Washington; and that  
22 said (b) (6) is not the same person as said (b) (6)  
23 against whom said judgment for \$175.00 is held.

24 (b) (6)

25  
26 Subscribed and sworn to before me this 22 day of March A. D.  
27 1916.

28 *Claude E. Stevens*  
29 Notary Public in and for the State of  
30 Washington, residing at Seattle, Wash/  
31  
32  
33  
34

R 200032

1  
2  
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4 STATE OF WASHINGTON }  
5 COUNTY OF KING } ss

6 (b) (6) being first duly sworn  
7 on his oath deposes and says: That he is now and has been for  
8 40 years last past a resident of Kenndale, King County,  
9 Washington. That he is a son of (b) (6) deceased,  
10 who in her life time owned and sold Lot five (5) Section  
11 twenty nine (29) township twenty four (24) North Range five (5)  
12 East W. M. together with shore lands in front of said lot and  
13 other land to (b) (6) which sale is shown by a deed  
14 executed by said (b) (6) dated  
15 December 23rd, 1908.

16 That further affiant says that he is not the same person as  
17 (b) (6) against whom a judgment was obtained in cause No  
18 80638, Superior Court, King County, Washington, that there is  
19 not now and never has been a judgment rendered against this  
20 affiant in any court. (b) (6)

21  
22  
23 Subscribed and sworn to before me this 19th day of March A. D.  
24 1916.

25 Claude E. Stevens  
26 Notary Public in and for the state of  
27 Washington residing at Seattle.  
28  
29  
30  
31  
32  
33  
34

R 200034



# QUIT-CLAIM DEED

## STATUTORY FORM

THE GRANTORS (b) (6) his wife  
of Kennydale in the County of King and State of  
Washington, for the consideration of One (\$1)  
DOLLARS,  
in hand paid, convey and quit-claim to Peter C. Reilly, of Indianapolis,  
Indiana

~~of the County of~~ ~~in the State of Washington~~  
all interest in the following described Real Estate Lot Five (5) in section twenty  
nine (29), township twenty four (24) North, Range five (5) East, W.M.  
together with all tide and shore lands of the second class owned by  
the parties of the first part, situated in front of, adjacent to, or  
abutting upon that portion of the Government Meander Line of Lake  
Washington, lying in front of the above described uplands, between  
the North and South boundary lines produced Westerly of said Lot five  
(5), except the Northern Pacific Railway right of way over and across  
said premises.

situated in the County of King, State of Washington

Dated this 18th day of March, 19 16

(b) (6)

Seal

Seal

Seal

Seal

STATE OF WASHINGTON, }  
COUNTY OF KING } ss.

I, the undersigned (b) (6) a Notary Public,  
do hereby certify that on this 18th day of March 19 16  
personally appeared before me (b) (6)

to me known to be the individual s described in and who executed the within instrument, and  
acknowledged that they signed and sealed the same as their free and voluntary act and  
deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this eighteenth  
day of March A. D. 19 16

Claude E. Stevens  
Notary Public in and for the State of Washington  
Residing at Seattle,



Quit - Claim Deed  
STATUTORY FORM

FROM

(b) (6) et ux

To

Peter C. Reilly

Dated March 18th, 1916

FILED FOR RECORD AT REQUEST OF

on the day of 19

at Minutes past M

and recorded in Volume

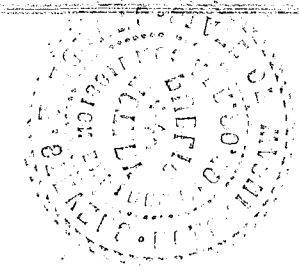
of Page

Records of

County, Washington

County Auditor

By Deputy



R 200037

RENTON, WASHINGTON

Warranty Deed from (b) (6) and wife to Peter C. Reilly, dated March 22, 1916.

Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with all tide and shore lands of the second class owned by the parties of the first part, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, between the North and South boundary lines produced westerly of said Lot five (5) except the Northern Pacific Railway right of way over and across said premises, containing 3.51 acres more or less, situated in the County of King, State of Washington.

WASHINGTON

Quitclaim deed from (b) (6) and wife to Peter C. Reilly, dated March 22, 1916.

All shorelands of second class of State of Washington owned by grantors, situated in front of, adjacent to or abutting upon that portion of the government meander line lying in front of Lot No. 5, Section No. 29, in Township No. 24 North of Range No. 5 East W. M., which are North of the South boundary line of said Lot 5 produced Westerly.

This deed is given to supplement a warranty deed to said Reilly by grantors conveying said Lot 5 and the shorelands abutting Lot 5 between the North and South line of said Lot 5 produced Westerly. The intention hereby being to limit the shorelands conveyed to those North of said South line of Lot 5 produced Westerly, and to include in the shorelands, if any there be, abutting said Lot 5 North of the North line of said Lot 5 produced Westerly;

King County, Washington

WASHINGTON

Warranty deed from Peter C. Reilly and wife to State of Washington, dated August 30, 1951.

All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kenndale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet West of the  $\frac{1}{4}$  corner common to Sections 29 and 32, said Township and Range, EXCEPT that from Highway Engineer's Station 10+00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East right of way line of the now existing and traveled Secondary State Highway No. 2 (old highway), and except all that portion, if any, which may have been heretofore conveyed for highway purposes.

King County, Washington.

1 STATE OF WASHINGTON)  
2 COUNTY OF KING } ss

3 (b) (6), being first duly sworn on  
4 his oath deposes and says: That he now is and has been for  
5 years last past, a resident of Everett, Snohomish County, State  
6 of Washington; That he is the owner of the following described  
7 real property situated in the County of King, State of Washington,  
8 more particularly described as follows, to wit:

9 "Lot 5, Section 29, township 24, North Range 5 East, W. M.  
10 together with certain tide and shore lands of the second class,  
11 situated in front of, adjacent to, or abutting upon that portion  
12 of the Government Meander Line lying in front of the above  
13 described upland.

14 Also all that part of Lot 1, Section 32, township 24, North  
15 Range 5 East W. M. described as follows: Commencing at the  
16 Northeast corner of said Lot 1, thence running south 1223.82 feet;  
17 thence north 62 degrees, 51 minutes west 1461.13 feet to the  
18 easterly line of the Northern Pacific Railway right of way; thence  
19 northerly along the said easterly line of said railway right of  
20 way to the north line of said lot 1; thence east along the north  
21 line of said lot 1 to the place of beginning.

22 Also all that part of the said lot 1 lying west of the afore-  
23 said railway right of way and north of the southerly line  
24 produced of the first above described portion of said lot 1.

25 Also certain tide and shore lands of the second class,  
26 situated between the North line of lot 1 aforesaid produced  
27 westerly to deep water in Lake Washington and the following  
28 described line, to wit: Commencing at the point of intersection  
29 of the westerly line of said Northern Pacific Railway right of way  
30 with the southerly line produced of the first above described  
tract in said lot 1; running thence 4 degrees 56 minutes south  
257 feet; thence north 62 degrees 51 minutes west to deep water in  
Lake Washington.

Also a right of way for public road and street purposes over  
a strip of land thirty feet in width off of the east end of all  
that portion of said lot 1, section 32 aforesaid, not included in  
the foregoing description, being a strip thirty feet in width,  
east and west, by one hundred and ten feet, more or less, in  
length, north and south."

That for the purpose of clearing the title to said  
property affiant makes this affidavit covering the several matters  
hereinafter contained. That he was the executor of the estate of  
(b) (6), deceased, having been named as executor by  
the will of said deceased and subsequently duly and regularly  
appointed by the proper court and probated said estate to a  
conclusion.

That affiant is familiar with a certain contract dated  
December 19th, 1902 and recorded in Volume 356 of deeds page 8  
records of King County, Washington, executed by (b) (6)  
to Sumner Iron Works, a corporation, under the laws of Washington  
and C. J. Dumbottom of Renton, Washington as parties of the second  
part, wherein and whereby said parties of the second part were  
granted a right of way across Lots 4 and 5 Section 29 township 24  
North Range 5 East W. M. and other lands for the transportation

1 a deed from (b) (6) as Grantor to (b) (6) as  
2 grantee for the sale of said property. That said contract and d  
3 deed remained in escrow in said bank until March 30th, 1911 when  
4 the said deed was delivered to said Wm. J. Kendall by authority  
5 of affiant as executor of the estate of said (b) (6),  
6 Deceased, and said (b) (6) filed or caused said deed to be  
7 filed on said March 30th, 1911 and said deed is now of record in  
8 Volume 777 of Deeds at page 537, records of Auditor's office  
9 King County, Washington; That said deed passed directly from  
10 said grantor, (b) (6) through said escrow to said  
11 grantee, Wm. J. Kendall.

12 That affiant further states that in the probate proceedings  
13 of the estate of said (b) (6), Deceased, the name of  
14 (b) (6) a minor, and the only minor in said  
15 estate who was an heir at law of said deceased appears in certain  
16 instances under the name of (b) (6) but that said  
17 (b) (6) is one and the same person as  
18 (b) (6) and is the same person for whom a Guardian  
19 Ad Litem was appointed by the Court in the said Probate  
20 proceedings on November 28th, 1910 under the name of (b) (6)  
21 (b) (6) and is the same person over whom (b) (6)  
22 her father, of Spokane Washington, was appointed and acted as  
23 general guardian.

24 That affiant further says, that he was the owner of five (5)  
25 certain promissory notes all dated March 30th, 1911, for the total  
26 sum of fifteen thousand (\$15,000) Dollars made by (b) (6)  
27 and (b) (6) his wife, with a certain mortgage executed  
28 by the same parties to secure said notes covering said real  
29 property. That affiant owned said notes and mortgage on May 5th  
1913 at the time he brought suit on said notes and started  
foreclosure proceedings on said mortgage.

(b) (6)

Subscribed and sworn to before me this 23rd, day of March A. D.  
1916.

*Charles E. Stevens*

Notary Public in and for the state of  
Washington residing at Seattle.

COMPARED BY S. & Y

Filed for Record at request of

*Woolridge & Adamson*

MAR 23 1916

54 GEN. FARM 116 M

AMT. REC. & P. NOV. 9 27

Deeds 5 37

DEPT. OF AGRIC. COUNTY, WASH.

*C. J. Taylor*

*G. A. Kline*

Deeds

441

~~7227~~

~~441~~

~~724~~

# WASHINGTON TITLE INSURANCE COMPANY

CAPITAL \$1,350,000

803 SECOND AVENUE

MAIN 1534

SEATTLE 4, WASHINGTON

RALPH H. FOSTER  
PRESIDENT

March  
25  
1953

F. Bartow Fite, Jr., Esq  
White-Henry-Stuart Building  
Seattle, Washington

Re: Estate of Peter C. Reilly  
(Republic Creosoting Company)

Dear Bartow:

While we have not made a detailed examination of the title, we are convinced that the lands, deeded to Peter C. Reilly, upon which the plant of Republic Creosoting Company is located, may be sufficiently described as follows:

Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., TOGETHER with seconded class shore lands adjoining, EXCEPT right of way of Northern Pacific Railway Company, and EXCEPT county roads and state highways, *King County, State of Washington*

You left with us yesterday a letter to you from George A. Reilly, dated March 23, 1953, which letter is returned to you herewith.

The instruments referred to in said letter as Documents 1049144 and 1049145, are the deeds by which Peter C. Reilly acquired title to the above described property

1918 The credit of \$335.24 as of March 25, 1918, referred to in said letter, appears to be in connection with a deed from Peter C. Reilly to the County of King, dated January 29, 1918; recorded in volume 901 of deeds, page 422, under auditor's file No. 1194745, records of King County, Washington, which deed recites a consideration in that amount and establishes a public road over the south 30 feet of that portion of said Lot 5 lying easterly of the Lund Road.

1920 We are unable to fully account for the credit of \$331.40 as of February 11, 1920, other than to note that by decree entered December 31, 1919, there was appropriated by King County a right of way for a public road over a strip of land 60 feet in width lying southeasterly of and adjacent to the Northern Pacific Railway right of way through said Lot 5, but the compensation allowed by the decree for said appropriation was the sum of \$256. *These differences may be without effect.*

1942 The sale of a strip of land for \$36.80 as of December 31, 1942, is reflected by deed from Peter C. Reilly and wife to the State of Washington, dated January 26, 1942, recorded in volume 2038 of deeds, page 670, under auditor's file No. 3229177, by which there

R 200123



F. Bartow Fite, Jr.  
Second Sheet

March 25, 1953  
Re: Estate of Peter C. Reilly  
(Republic Creosoting Company)

was conveyed a strip of land through said Government Lot 5 as a part of Secondary State Highway No. 2-A.

The sale of a part of the plant site to the State of Washington for \$6005 made in 1951, is, no doubt, reflected by a deed bearing that date from Peter C. Reilly and wife to the State of Washington, recorded October 16, 1951, as document #4178247, by which there was conveyed, for the construction of a limited access highway, a strip of land through said Government Lot 5.

We enclose print of a map prepared by Kroll Map Company which shows the location of the property, the right of way of the Northern Pacific Railway Company, and all of the roads and highways which appear to have been conveyed or condemned, with the exception of said last mentioned deed to the State of Washington for limited access highway. There does not appear to be available in Seattle any map showing the location of said limited access highway and there is not sufficient time to enable us to procure from the State Highway Department, in Olympia, a map showing the location of said limited access highway, it being our understanding that Mr. Reilly is working against a deadline. It appears to us, however, that the limited access highway branches off from Secondary State Highway No. 2-A, in said Government Lot 5, and extends southerly through that portion thereof lying between said Secondary State Highway No. 2-A and 108th Avenue S.E.

We sincerely hope, and we believe, that this letter will, by reference to the enclosed map, give Mr. Reilly the information which he presently needs.

Very sincerely

*Ralph A. Foster*  
President

Enclosure  
RHF-MM

RECEIVED  
MAR 26 1953

BAYLE, FILL, WESTBERG,  
MADDEN & GOODIN

R 200124

STATE OF ILLINOIS     }  
COUNTY OF COOK       } SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to INEVA T. REILLY, who is now living and one of his heirs.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

George A. Reilly  
George A. Reilly

STATE OF ILLINOIS

COUNTY OF COOK

} SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

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4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

S/George A. Reilly  
George A. Reilly

STATE OF ILLINOIS  
COUNTY OF COOK

} SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

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4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

---

George A. Reilly

STATE OF ILLINOIS

COUNTY OF COOK

} SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

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4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

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6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

---

George A. Reilly

STATE OF INDIANA )  
COUNTY OF MARION ) SS.

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

1. I am the widow and an heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

*Inna T. Reilly*

STATE OF INDIANA }  
COUNTY OF MARION } SS

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

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4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

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6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

---

Ineva T. Reilly

STATE OF INDIANA }  
COUNTY OF MARION } SS

AFFIDAVIT

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4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

---

Ineva T. Reilly



STATE OF INDIANA  
COUNTY OF MARION

} SS

AFFIDAVIT

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2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants now surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

---

Ineva T. Reilly

In the Matter of Secondary State Highway No. 2, A, Kennydale to Bellevue, Sec. 2

KNOW ALL MEN BY THESE PRESENTS, That Peter C. Reilly

and Ineva T. Reilly his wife, of the County of Marion  
in the State of ~~Washington~~ Indiana, in consideration of the benefits and other valu-  
able considerations, and the sum of Thirty-six 80/100 \$36.80  
~~Twenty-five \$25.00~~ Dollars,

in hand paid, the receipt whereof is hereby acknowledged, have granted,  
bargained, sold and conveyed, and by these presents do grant, bargain, sell  
and convey unto the State of Washington, the following described parcel of  
land situated in King County, in the State of Washington, to-wit:

A strip of land        feet wide (except as may be hereinafter specified),  
being        feet wide on the        side and        feet wide on the  
       side of the center line of said highway as surveyed over and  
across All that portion of Government Lot 5, Section 29, Township 24 North,  
Range 5 East W.M. lying southwesterly of a line drawn parallel to and 50 feet  
distant north easterly of the center line of said Secondary State Highway  
No. 2-A as surveyed over and across said Lot from Highway Engineers Survey  
Station 10+00 to the North line thereof EXCEPTING therefrom existing Highway

The specific details concerning all of which are to be found within that cer-  
tain map of definite location now of record and on file in the office of the  
Director of Highways at Olympia and bearing date of approval August 5th, 1941

TO HAVE AND TO HOLD the same, unto the State of Washington forever.

It is understood and agreed that the delivery of this deed is hereby  
tendered and such tender kept good until revoked but that the terms and  
obligations hereof shall not become binding upon the State of Washington  
unless and until accepted and approved hereon in writing for the State of  
Washington, Department of Highways, by the Right of Way Engineer.

Dated this 26 day of January, 19 42

Accepted and approved this        day of       , 19       

STATE OF WASHINGTON,

(s) Peter C. Reilly

Department of Highways,

(s) Ineva T. Reilly

By       

Right of Way Engineer

R 200030




Indiana  
STATE OF ~~WASHINGTON~~)  
COUNTY OF Marion ) ss

COUNTY OF Marion Indiana  
I, the undersigned, a Notary Public in and for the State of ~~Washington~~,  
do hereby certify that on this 26th day of January, A.D. 19 42, per-  
sonally appeared before me Peter C. Reilly and Ineva T. Reilly

\_\_\_\_\_ to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

(s) Janet E. Storch Notary Public  
Indiana  
in and for the State of ~~Washington~~  
Residing at Indianapolis, Indiana  
My Commission expires June 11, 1944

三、文庫

To  
STATE OF WASHINGTON

STATE OF WASHINGTON, )  
 ) ss  
 ) COUNTY OF \_\_\_\_\_ )

This is to certify that this instrument was filed for  
 and in the office of the Auditor of \_\_\_\_\_ County  
 at the request of DEPARTMENT OF HIGHWAYS, Olympia, Wash.,  
 this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
 \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Vol. \_\_\_\_\_,  
 \_\_\_\_\_ page \_\_\_\_\_

County Auditor.

By \_\_\_\_\_ Deputy

When recorded mail to  
DEPARTMENT OF HIGHWAYS  
Olympia, WASH.

State Highway No.  
State Printing plant, Olympia Wash



Indiana  
STATE OF ~~WASHINGTON~~  
) ss  
COUNTY OF Marion

I, the undersigned, a Notary Public in and for the State of ~~Washington~~,  
do hereby certify that on this 26th day of January, A.D. 19 42, per-  
sonally appeared before me Peter C. Reilly and Ineva T. Reilly

To me known to be the individuals described in and  
who executed the within instrument, and acknowledged that they signed  
and sealed the same as their free and voluntary act and deed, for the purposes  
therein mentioned.

Given under my hand and official seal the day and year first above written.

(s) Janet E. Storch, Notary Public  
Indiana  
in and for the State of ~~Washington~~  
Residing at Indianapolis, Indiana  
My Commission expires June 11, 1944

DEED  
From  
To  
STATE OF WASHINGTON  
This is to certify that this instrument was filed for  
record in the office of the Auditor of County  
at the request of DEPARTMENT OF HIGHWAYS, Olympia, Wash.  
on this day of, 19 day of, 19 day of,  
o'clock M., and recorded in Vol. page  
Deeds County Auditor.  
By Deputy  
When recorded mail to  
DEPARTMENT OF HIGHWAYS  
Olympia, Wash.  
State Highway No.  
State Printing Plant, Olympia Wash

THIS INDENTURE, Made this 25<sup>th</sup> day of October, 1956, between INEVA T. REILLY, a widow, of Indianapolis, Indiana, INEVA R. BALDWIN and IRA L. BALDWIN, her husband, of Madison, Wisconsin, PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, of Indianapolis, Indiana, GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, of Winnetka, Illinois, and THOMAS E. REILLY and JANE D. REILLY, his wife, of Indianapolis, Indiana, Grantors, and REPUBLIC CREOSOTING COMPANY, an Indiana corporation, Grantee;

WITNESSETH: That the Grantors, for and in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby convey and quitclaim to the Grantee, its successors and assigns forever, all their interest in the following described real estate situated in the County of King, State of Washington, to wit:

Government Lot Five (5), Section Twenty-Nine (29), Township Twenty-Four (24) North Range Five (5) East W.M. together with tide and shore lands of the second class situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands North of the South Boundary line produced westerly of said Lot Five (5) except the right of way of the Northern Pacific Railway Company and except county roads and state highways, all in the County of King, State of Washington;

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set

their hands and seals the day and year first above written.

On this day personally appeared before me

S/ Ineva T. Reilly (SEAL)

Ineva T. Reilly

Revenue Stamps  
in amount of  
\$12.00 affixed

S/ Ineva R. Baldwin (SEAL)

Ineva R. Baldwin

S/ Ira L. Baldwin (SEAL)

Ira L. Baldwin

S/ Peter C. Reilly Jr. (SEAL)

Peter C. Reilly Jr.

S/ Jeanette P. Reilly (SEAL)

Jeanette P. Reilly

S/ George A. Reilly (SEAL)

George A. Reilly

S/ Elizabeth B. Reilly (SEAL)

Elizabeth B. Reilly

S/ Thomas E. Reilly (SEAL)

Thomas E. Reilly

S/ Jane D. Reilly (SEAL)

Jane D. Reilly

SALES TAX LIEN  
PAID

Dec 21 1956

A. A. TREMPER

King County Treasurer

By /s/ L. KELSO Deputy

Reg. # E 244996

STATE OF INDIANA

COUNTY OF MARION

SS

On this day personally appeared before me INEVA T. REILLY,  
a widow, to me known to be the individual described in, and who  
executed the within and foregoing instrument, and acknowledged  
that she signed the same as her free act and deed, for the uses  
and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of

November, 1956.

S/ Robert A. Winkler



STATE OF Wisconsin  
COUNTY OF Dane } SS

On this day personally appeared before me INEVA R. BALDWIN and IRA L. BALDWIN, her husband, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25th day of October, 1956.

S/ Lucille A. Dietrich  
Notary Public in and for the State of Wisconsin, County of Dane.  
My Commission Expires August 10, 1958  
Residing at Madison, Wisconsin.

STATE OF INDIANA }  
COUNTY OF MARION } SS

On this day personally appeared before me PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

S/ Robert J. Wechsler  
Notary Public in and for the State of Indiana, County of Marion.  
My Commission Expires May 11, 1960  
Residing at Indianapolis, Indiana.



AL33000

RECEIVED  
303 SECOND VAR.  
RECEIVED LITTLE ROCK  
FILED FOR RECORD IN  
HIS

STATE OF ILLINOIS

SS

COUNTY OF COOK

On this day personally appeared before me GEORGE A. REILLY

REILLY and ELIZABETH B. REILLY, his wife, to me known to be the

individuals described in, and who executed the within and fore-

going instrument, and acknowledged that they signed the same as

their free act and deed, for the uses and purposes therein men-

tioned.

WITNESS my hand and official seal this 3rd day of

December, 1956.

Joseph A. Dubbs  
Notarial Seal

S/ Joseph A. Dubbs

Notary Public in and for the State of Illinois, County of Cook.

My Commission Expires Feb 19, 1959

Residing at Hinsdale, Illinois.

STATE OF INDIANA

SS

COUNTY OF MARION

On this day personally appeared before me THOMAS E. REILLY

and JANE D. REILLY, his wife, to me known to be the

individuals described in, and who executed the within and fore-

going instrument, and acknowledged that they signed the same as

their free act and deed, for the uses and purposes therein men-

tioned.

WITNESS my hand and official seal this 23 day of

November, 1956.

Notarial Seal

S/ Robert F. Wechsler

Notary Public in and for the State of Indiana, County of Marion.

My Commission Expires May 11, 1960

Residing at Indianapolis, Indiana.

S/ Robert F. Wechsler

R 200062

FILED FOR RECORD AT REQUEST OF  
SEATTLE TITLE COMPANY  
803 SECOND AVE.  
SEATTLE 4, WASHINGTON

STATE OF ILLINOIS )  
COUNTY OF COOK )  
M.R. Williams, Deputy  
King County, Wash.

ROBERT A. MORRIS, Auditor  
appeared before me and  
JAMES D. KELLY and JAMES D. KELLY, his wife, to me known to be the  
individuals described in, and who executed the within and fore-  
going instrument, and acknowledged that they signed the same as  
their free act and deed, for the uses and purposes therein men-  
tioned.

WITNESS my hand and official seal this 3rd day of

*Joseph A. Williams*  
Notary Public in and for the State  
of Illinois, County of Cook.  
My Commission Expires Feb 14, 1967  
Residing at Hinsdale, Illinois.

*Joseph A. Williams*  
Notary Public  
in and for the State  
of Illinois

STATE OF ILLINOIS )  
COUNTY OF COOK )

On this day personally appeared before me THOMAS H.  
JAMES D. KELLY and JAMES D. KELLY, his wife, to me known to be the  
individuals described in, and who executed the within and fore-  
going instrument, and acknowledged that they signed the same as  
their free act and deed, for the uses and purposes therein men-  
tioned.

WITNESS my hand and official seal this 3rd day of

*Robert A. Williams*  
Notary Public in and for the State  
of Illinois, County of Cook.  
My Commission Expires May 11, 1960  
Residing at Indianapolis, Indiana.

*Robert A. Williams*  
Notary Public  
in and for the State  
of Illinois

THIS INDENTURE, Made this 25th day of October, 1956, between INEVA T. REILLY, a widow, of Indianapolis, Indiana, INEVA R. BALDWIN and IRA L. BALDWIN, her husband, of Madison, Wisconsin, PETER C. REILLY JR. and JEANNETTE P. REILLY, his wife, of Indianapolis, Indiana, GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, of Winnetka, Illinois, and THOMAS E. REILLY and JANE D. REILLY, his wife, of Indianapolis, Indiana, Grantors, and REPUBLIC CREOSOTING COMPANY, an Indiana corporation, Grantee;

WITNESSETH: That the Grantors, for and in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby convey and quitclaim to the Grantee, its successors and assigns forever, all their interest in the following described real estate situated in the County of King, State of Washington, to wit:

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TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set

their hands and seals the day and year first above written.

(REVENUE  
STAMPS  
IN AMOUNT  
OF \$22.00  
AFFIXED.)

/s/ INEVA T. REILLY (SEAL)  
Ineva T. Reilly

/s/ INEVA R. BALDWIN (SEAL)  
Ineva R. Baldwin

/s/ IRA L. BALDWIN (SEAL)  
Ira L. Baldwin

/s/ PETER C. REILLY Jr. (SEAL)  
Peter C. Reilly Jr.

/s/ JEANETTE P. REILLY (SEAL)  
Jeanette P. Reilly

SALES TAX LIEN  
PAID  
Dec 21 1956  
A. A. TREMPER  
King County Treasurer

/s/ GEORGE A. REILLY (SEAL)  
George A. Reilly

By /s/ L. KELSO Deputy  
Reg.#E 244996

/s/ ELIZABETH B. REILLY (SEAL)  
Elizabeth B. Reilly

/s/ THOMAS E. REILLY (SEAL)  
Thomas E. Reilly

/s/ JANE D. REILLY (SEAL)  
Jane D. Reilly

STATE OF INDIANA }  
COUNTY OF MARION } SS

On this day personally appeared before me INEVA T. REILLY,  
a widow, to me known to be the individual described in, and who  
executed the within and foregoing instrument, and acknowledged  
that she signed the same as her free act and deed, for the uses  
and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of  
November, 1956.

/s/ Robert J. Wechsler  
Notary Public in and for the State of  
Indiana, County of Marion. (NOTARIAL  
SEAL)

My Commission Expires May 11, 1960

STATE OF WISCONSIN

SS

COUNTY OF DANE

On this day personally appeared before me INEVA R. BALDWIN and IRA L. BALDWIN, her husband, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25th day of October, 1956.

(NOTARIAL  
SEAL)

/s/ LUCILLE A. DIETRICH  
Notary Public in and for the State of  
Wisconsin, County of Dane.

My Commission Expires August 10, 1958  
Residing at Madison, Wisconsin.

STATE OF INDIANA

SS

COUNTY OF MARION

On this day personally appeared before me PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

(NOTARIAL  
SEAL)

/s/ ROBERT J. WECHSLER  
Notary Public in and for the State of  
Indiana, County of Marion.

My Commission Expires May 11, 1960  
Residing at Indianapolis, Indiana.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

On this day personally appeared before me GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 3rd day of  
December, 1956.

(NOTARIAL  
SEAL)

/s/ JOSEPH A. DUBBS  
Notary Public in and for the State  
of Illinois, County of Cook.

My Commission Expires Feb. 19, 1959  
Residing at Hinsdale, Illinois.

STATE OF INDIANA }  
COUNTY OF MARION } SS

On this day personally appeared before me THOMAS E. REILLY and JANE D. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of  
November, 1956.

(NOTARIAL  
SEAL)

/s/ ROBERT J. WECHSLER  
Notary Public in and for the State  
of Indiana, County of Marion.

My Commission Expires May 11, 1960  
Residing at Indianapolis, Indiana.

ROBERT A. MORRIS AUDITOR  
King County, Wash.  
/s/ M.J.R. Williams, DEPUTY

1956 DEC 24 AM 8 30

RECORDED  
VOL.....3639  
PAGE.....249  
REQUEST OF

Deeds

FILED FOR RECORD AT REQUEST OF  
SEATTLE TITLE COMPANY  
803 SECOND AVE.  
SEATTLE 4, WASHINGTON

**THE INDIANA NATIONAL BANK**  
OF INDIANAPOLIS  
INDIANAPOLIS 9, INDIANA

TRUST DEPARTMENT

Mr. George A. Reilly  
MacLeish, Spray, Price & Underwood  
134 South LaSalle Street  
Chicago 3, Illinois

July  
1st  
1957

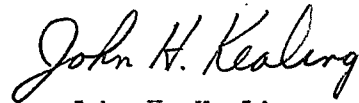
Dear George:

Enclosed you will find the original and one copy of the United States Certificate Releasing Estate Tax Lien on the Republic Creosoting Company plant site at Renton, Washington.

We were a little reluctant at first to write and ask for this release because for the past several months, Mr. Saber has been insisting that we include in our request the name of the prospective purchaser and the purchase price of the real estate. However, he did not do so in this case.

Please let me know if there is anything further that I can do.

Sincerely yours,



John H. Kealing  
Assistant Trust Officer

JHK-cb  
Enclosures

R 200073



## UNITED STATES CERTIFICATE RELEASING ESTATE TAX LIEN

District of Indianapolis Date of death January 4, 1952  
Estate of Peter C. Reilly  
Residence at time of death 3134 N. Meridian Street, Indianapolis, Indiana

By direction of the Commissioner of Internal Revenue, and in accordance with the provisions of the laws applicable to the collection of internal revenue, I do hereby certify that the estate tax with respect to the above-named estate, has been fully discharged or duly provided for, wherefore and by reason whereof, I do hereby issue this certificate releasing the lien of the United States imposed by Section 6324 of the Internal Revenue Code of 1954 on the following described property:

Land, but not improvements, containing approximately 46.3 acres and comprising the plant site of Republic Creosoting Company at Renton, County of King, State of Washington, described as follows:

\*

Government Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with tide and shore lands of the second class situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, except the Northern Pacific Railway right of way over and across said premises, situated in the County of King, State of Washington;

\*

Excepting also, all that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kenndale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet west of the  $\frac{1}{4}$  corner common to Sections 29 and 32, said Township and Range, except that from Highway Engineer's Station 10 + 00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East right of way line of the now existing and traveled Secondary Highway No. 2 (old highway); and excepting county roads and state highways.

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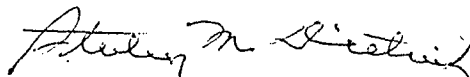
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\*

\*

Date June 28, 1957

  
Sterling M. Dietrich  
District Director of Internal Revenue

WASHINGTON TITLE INSURANCE COMPANY

803 SECOND AVENUE

MAIN 1533

SEATTLE 4, WASHINGTON

REFER TO B-530325  
Unit 10

Bayley, Pite, Westberg and Madden  
Henry Building  
Seattle 1, Washington

This is a report as of January 24, 1957 at 8 a.m. for a  
\$25,000.00 purchaser's policy, standard form, insuring  
J. H. Baxter & Co., a California corporation,  
covering the following property:

That portion of Government lot 5, section 29, township  
24 north, range 5 east, W.M., in King County, Wash-  
ington, and adjacent shore lands of the second class in  
front thereof lying westerly of the Northern Pacific  
Railway Company's right of way and lying northeasterly  
of the following described line:

Beginning at the quarter corner on the south line of  
said section 29; thence north  $89^{\circ}58'36''$  west along the  
south line of said lot 5, a distance of 1113.01 feet  
to the westerly line of said Northern Pacific Railway  
Company's right of way; thence north  $29^{\circ}44'54''$  east,  
along said right of way line, 949.63 feet to an iron  
pipe which point is the true point of beginning of the  
line described herein; thence north  $59^{\circ}24'36''$  west  
525.00 feet to an iron pipe; thence continuing north  
 $59^{\circ}24'36''$  west 488.23 feet, more or less, to the Inner  
Harbor Line of Lake Washington, EXCEPT that portion of  
said shorelands lying northerly of the northerly line  
of said lot 5 produced westerly.

Title is vested in REPUBLIC CREOSOTING COMPANY, an Indiana  
corporation.

Subject to:

1. Lien of real estate excise sales tax upon any sale of  
said premises, if unpaid.
2. Service, installation or construction charges for sewer,  
water or electricity.

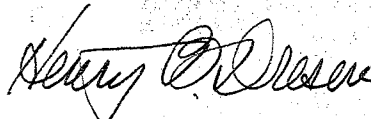
R 200079

3. By deed dated January 26, 1942, recorded under auditor's file No. 3229177, Peter C. Reilly, then the owner of said premises and his wife, Ineva T. Reilly, conveyed to the State of Washington all that portion of said Government lot 5, lying northwesterly of a line drawn parallel to and 50 feet distant southeasterly of the center line of Secondary State Highway No. 2-A as surveyed over and across said lot from Highway Engineer's Survey Station 10+00 to the north line thereof, excepting therefrom existing highway.  
Highway maps indicate that said deed was intended to be limited to the area lying southeasterly of the right of way of Northern Pacific Railway Company but on the record said deed appears to include a triangular portion of said Government lot 5, lying northwesterly of said right of way.  
J. Arnold Cobley, Chief Right of Way Agent of the State of Washington has agreed to process a deed from the State of Washington quit-claiming the portion of said premises which was inadvertently included in its deed.
4. Title as vested is claimed under deed from the widow and lineal descendants of Peter C. Reilly, Deceased, dated October 25, 1956, recorded under auditor's file No. 4758660, without probate of the estate of said decedent in the State of Washington. We deem the proofs submitted to us sufficient to justify us in insuring title under the said deed upon satisfactory showing to us that said property has been discharged from the lien of federal estate tax upon the estate of said decedent.
5. By instrument dated November 17, 1947, recorded under auditor's file No. 3750407, Republic Creosoting Company leased to Kennysdale Shipyards Company, a Washington corporation, a portion of said Government lot 5 and of said shore lands other than that described in the caption of this report. Said instrument discloses a prior lease between said parties dated April 1, 1946, which lease appears never to have been recorded. We are therefor unable to determine from the records whether said prior lease embraces any of the property described in said caption.

NOTE: General taxes for 1957, in the sum of \$29.63 on said premises, being Tax No. 2, are payable February 15, 1957.

This report shall have no force or effect except as a basis for the policy applied for.

PREMIUM:  
\$290.00  
RHF:kmc



Assistant Secretary

P.S. Map of survey by H. W. Rutherford is returned herewith.

Q U I T C L A I M   D E E D

IN THE MATTER OF Secondary State Highway No. 2-A, Kennydale to Bellevue, Sec. 2.

The STATE OF WASHINGTON, in the public interest and to clarify the records, hereby conveys and quitclaims unto the OWNER or OWNERS OF RECORD, all its right, title and interest in and to the following described real estate situated in King County, State of Washington:

That portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., lying northwesterly of the southeasterly right of way line of the Northern Pacific Railway and northeasterly of a line projected northwesterly at right angles from Highway Engineer's Station 10400 on the center line of Secondary State Highway No. 2-A, Kennydale to Bellevue, Section 2, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval August 5, 1941.


This deed is tendered for the express purpose of relinquishing any interests that may be vested in the State of Washington by reason of a deed to the State of Washington dated January 26, 1942, recorded March 24, 1942, in Volume 2038 of Deeds at page 670, under Auditor's Fee No. 3229177, records of said county.

The lands described herein are not required for State highway purposes and are conveyed pursuant to the provisions of Chapter 384, Laws of 1955.

DATED at Olympia, Washington, this 11th day of March, 1957.

STATE OF WASHINGTON

By:

  
Governor

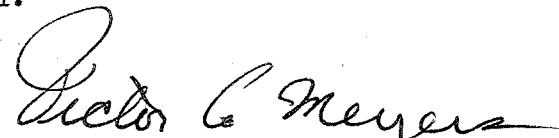
APPROVED AS TO FORM: 1968

ATTEST:

By:

  
Assistant Attorney General

By:

  
Secretary of State

1779664  
QUITCLAIM DEED

from

E STATE OF WASHINGTON

to

ER or OWNERS OF RECORD

in

KING COUNTY

RECORDED  
VOL. 3660  
PAGE 211 REQUEST OF  
Deeds

1957 MAR 15 AM 11 24

ROBERT A. MORRIS AUDITOR  
KING COUNTY WASH.

FILED FOR RECORD AT REQUEST OF  
SEATTLE TITLE COMPANY  
803 SECOND AVE.  
SEATTLE 4, WASHINGTON

125  
2-A. Kenrydale to Bellevue.

Mail TO

1-A 11-11-11

CALL AND WAIVER OF NOTICE  
OF A SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
REPUBLIC CREOSOTING COMPANY

We, the undersigned, being all of the Directors of the Republic Creosoting Company, an Indiana corporation, call a Special Meeting of said Board of Directors, waive all notice thereof, whether provided by statute or otherwise, and consent and agree that such Special Meeting of the Board of Directors shall be held at the principal office of the Company, 1615 Merchants Bank Building, Indianapolis, Indiana, on the 2nd day of September 1958 at the hour of 10:00 A.M. for the purpose of transacting the sale of a portion of the Renton plant property.

Dated September 2, 1958

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MINUTES OF SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
REPUBLIC CREOSOTING COMPANY

A Special Meeting of the Board of Directors of the Republic Creosoting Company was held at the principal office of the Company, 1615 Merchants Bank Building, Indianapolis, Indiana, on September 2, 1958 at the hour of 10:00 A.M. pursuant to call and waiver of notice by all of the Directors of the Company.

All the Directors of the Company were present, being:

Carleton B. Edwards  
Thomas E. Reilly  
Robert J. Wechsler

On motion duly made, seconded and unanimously carried, Carleton B. Edwards was chosen as Chairman of the meeting and Robert J. Wechsler was chosen as Secretary of the meeting.

The meeting was advised that over a period of time negotiations have been under way between representatives of REPUBLIC CREOSOTING COMPANY, herein called "Republic", and J. H. BAXTER & CO., herein called "Baxter", for the sale by Republic to Baxter of a portion of the property owned by Republic at its plant near Renton, Washington, and that negotiations have finally become crystallized in that if this Board approves, Republic is deeding by warranty deed a piece of property generally described as a triangular strip on the north side of Republic's property there and quit claiming any rights Republic might have, if any, in any second-class shorelands that may lie north

of the north line of lot 5 produced westerly as described in quit-claim deed presented to this meeting and entering into with Baxter a Supplementary Agreement relative to the use of a portion of the harbor area around the north end of Republic's dock, all for a consideration to be paid to Republic by Baxter of Twenty-Six Thousand Ninety-four and 58/100 Dollars (\$26,094.58) with Republic paying title insurance charges, stamp taxes and other incidental costs. The proposed documents to carry out this program were presented to the meeting. After some discussion of the above, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that in consideration of the sum of Twenty-Six Thousand Ninety-four and 58/100 Dollars (\$26,094.58) paid by J. H. Baxter & Co., a California corporation, (herein called "Baxter"), to Republic Creosoting Company, an Indiana corporation, (herein called "Republic"), and the entering into of that certain Supplementary Agreement between Baxter and Republic as presented to this meeting, Republic, through its proper officers, to-wit: its President and Secretary, deed by warranty deed to Baxter the following described real estate situate in the County of King, State of Washington, to-wit:

That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:

Beginning at the quarter corner on the south line of said section 29; thence north  $89^{\circ}58'36''$  west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north  $29^{\circ}44'54''$  east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north  $59^{\circ}24'36''$  west 525.00 feet to an iron pipe; thence continuing north  $59^{\circ}24'36''$  west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington, EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north  $59^{\circ}24'36''$  west 50 feet; thence northeasterly to a point on said westerly line of



said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and  
EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly,

and

BE IT FURTHER RESOLVED, that Republic, for nominal consideration, through its proper officers, to-wit: its President and Secretary, quitclaim to Baxter the following described property, if any, situate in the County of King, State of Washington, to-wit:

That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said lot 5 produced westerly.

There being no further business to come before the meeting,  
on motion duly made, seconded and carried, the meeting adjourned.

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WARRANTY DEED

THIS INDENTURE, made this 2<sup>ND</sup> day of September, 1958, between REPUBLIC CREOSOTING COMPANY, an Indiana corporation, authorized to transact business in the State of Washington, herein called "Grantor", and J. H. BAXTER & CO., a California corporation, authorized to transact business in the State of Washington, herein called "Grantee",

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Twenty-Six Thousand Ninety-four and 58/100 Dollars (\$26,094.58) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby conveys and warrants to Grantee the following described real estate, situate in the County of King, State of Washington, to-wit:

That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:

Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,

EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and

EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly.

TO HAVE AND TO HOLD the said real estate, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Grantee, its successors and assigns forever.

to be executed by its officers and its corporate seal to be hereunto  
affixed the day and year first above written.

(CORPORATE SEAL)

REPUBLIC CREOSOTING COMPANY,  
an Indiana corporation

By Carleton B. Edwards  
President  
Grantor

ATTEST:

Robert J. Wechsler  
Secretary

STATE OF INDIANA        }  
County of Marion        } ss.

On this 2<sup>nd</sup> day of September, 1958, before me,  
the undersigned, a Notary Public in and for the State of Indiana,  
County of Marion, duly commissioned and sworn, personally appeared  
CARLETON B. EDWARDS and ROBERT J. WECHSLER, to me known to be the  
President and Secretary, respectively, of REPUBLIC CREOSOTING COMPANY,  
the corporation that executed the foregoing instrument, and acknowledged  
said instrument to be the free and voluntary act and deed of said corpo-  
ration, for the uses and purposes therein mentioned, and on oath stated  
that they were authorized to execute said instrument, and that the seal  
affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and  
year in this certificate first above written.

Janet E. Storch  
Notary Public in and for the State  
of Indiana, County of Marion, re-  
siding at Indianapolis, Indiana.



I do hereby certify that the following is a true copy of certain Resolution of the Board of Directors of the Republic Greensting Company, a corporation duly organized and existing under the laws of the State of Indiana and having its principal place of business in Indianapolis, Indiana, which Resolution was duly adopted at a special meeting of the Board of Directors on September 2, 1958, and said Resolution is not inconsistent with the charter and by-laws of the corporation.

RESOLVED, that in consideration of the sum of Twenty-Six Thousand Nine-hundred and 56/100 Dollars (\$26,096.56) paid by J. E. Baxter & Co., a California corporation, (herein called "Baxter"), to Republic Greensting Company, an Indiana corporation, (herein called "Republic"), and the entering into of that certain Supplementary Agreement between Baxter and Republic as presented to this meeting, Republic, through its proper officers, to-wit: its President and Secretary, deed by warranty deed to Baxter the following described real estate situated in the County of King, State of Washington, to-wit:

That portion of Government Lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second elase in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northerly of the following described line:

Beginning at the quarter corner on the south line of said section 29; thence north 89°56'36" west along the south line of said Lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described hereinafter thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor line of Lake Washington,

EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described hereinafter thence north 59°24'36" west 90 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North 89°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and EXCEPT that portion of said shorelands lying northerly of the northerly line of said Lot 5 produced westerly,

and  
BE IT FURTHER RESOLVED, that Republic, for mutual consideration, through its proper officers, to-wit: its President and Secretary, quitclaim to Baxter the following described property, if any situate in the County of King, State of Washington, to-wit:

That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said Lot 5 produced westerly.

Corporate

SUPPLEMENTARY AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 2<sup>ND</sup> day of September, 1958, by and between REPUBLIC CREOSOTING COMPANY, an Indiana corporation authorized to transact business in the State of Washington (hereinafter referred to as "REPUBLIC") and J. H. BAXTER & CO., a California corporation authorized to transact business in the State of Washington (hereinafter referred to as "BAXTER");

W I T N E S S E T H:

WHEREAS REPUBLIC, by warranty deed duly executed and delivered simultaneously with this Agreement, has conveyed to BAXTER the following described real estate situated in the County of King, State of Washington:

That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line (which line is hereinafter in this Supplementary Agreement referred to as the new boundary line):

Beginning at the quarter corner on the south line of said section 29; thence north  $89^{\circ}58'36''$  west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north  $29^{\circ}44'54''$  east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north  $59^{\circ}24'36''$  west 525.00 feet to an iron pipe; thence continuing north  $59^{\circ}24'36''$  west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,

EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north  $59^{\circ}24'36''$  west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North  $29^{\circ}44'54''$  east 100 feet from said true point of beginning; thence south  $29^{\circ}44'54''$  west to said true point of beginning, and

EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly; and

WHEREAS REPUBLIC is the present holder of all right, title and interest of the Lessee under that certain Harbor Area Lease of

That portion of harbor area lying between the north and south lines produced of Lot 5, Section 29, Twp. 24 N., R. 5 E.W.M., Lake Washington Shorelands, King County, Washington; and

WHEREAS BAXTER is the present holder as lessee of a certain Harbor Area Lease of the Port of Seattle covering a certain fresh water harbor area on Lake Washington in front of Government Lot 4, Section 29, Township 24 N. R. 5 E.W.M., King County, Washington, lying between the Inner and Outer Harbor Lines and north of the south line of said Government Lot 4 produced westerly to said Outer Harbor Line; and

WHEREAS REPUBLIC owns and operates a dock in its leased harbor area which approaches closely to the line which is both the south line of Lot 4 and the north line of Lot 5 produced westerly to the Outer Harbor Line; and

WHEREAS it is the intention that REPUBLIC be assured continued access to the north and east sides of its dock and to its leased harbor area east of said dock through the harbor area immediately north of said line; and

WHEREAS it is the intention that BAXTER shall be assured of continued use of the harbor area immediately north of said line;

NOW, THEREFORE, in consideration of said conveyance from REPUBLIC to BAXTER and the payment of Twenty-Six Thousand Ninety-four and 58/100 Dollars (\$26,094.58) from BAXTER to REPUBLIC and of the mutual covenants herein contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby declare to be an open harbor area for the parties hereto that portion of the harbor area described as follows:

That portion of the harbor area which is north of the north line of said lot 5 produced westerly and southwest of said new boundary line produced north

2. Neither party shall or authorize others to construct or install any dock, wharf, breakwater or other improvement or store logs, boats or other property within the boundaries of said open harbor area without the prior written consent of the other party.

3. Each party shall have the reasonable right (insofar as the other party has the authority to grant such right) to use said open harbor area for access to its dock or other property, for temporarily tying up boats or barges to its dock, for navigation, for floating logs through or for any other legal purpose which does not unreasonably interfere with the proper use of such open harbor area by the other party.

4. This Agreement shall continue in full force and effect so long as the parties hereto shall continue to own adjoining up-lands and shorelands on Lake Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized officers and their corporate seals to be attached and attested the day and year first above written.

REPUBLIC CREOSOTING COMPANY

By Carleton B Edwards  
President

ATTEST:

Robert J. Webster  
Secretary

J. H. BAXTER & CO.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF Indiana }  
County of Marion } ss.

On this 2nd day of September, 1958, before me per-



foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Donat E. Staal  
Notary Public in and for the  
State of Indiana,  
residing at Indianapolis, Ind.

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1958, before me personally appeared \_\_\_\_\_, to me known to be president of the J. H. BAXTER & CO. which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_,  
residing at \_\_\_\_\_.

QUITCLAIM DEED

THE GRANTOR, REPUBLIC CREOSOTING COMPANY, an Indiana corporation authorized to transact business in the State of Washington, for and in consideration of One Dollar (\$1.00), in hand paid, conveys and quitclaims to J. H. BAXTER & CO., a California corporation authorized to transact business in the State of Washington, all interest in the following described real estate, situated in the County of King, State of Washington:

That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said lot 5 produced westerly.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 2<sup>ND</sup> day of September, 1958.

REPUBLIC CREOSOTING COMPANY

(CORPORATE SEAL)

By Carleton B. Edwards  
President

By Robert J. Wechsler  
Secretary

STATE OF INDIANA     }  
County of Marion    } ss.

On this 2<sup>ND</sup> day of September, 1958, before me, the undersigned, a Notary Public in and for the State of Indiana, County of Marion, duly commissioned and sworn, personally appeared CARLETON B. EDWARDS and ROBERT J. WECHSLER, to me known to be the President and Secretary, respectively, of REPUBLIC CREOSOTING COMPANY, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate first above written.

Joel E. Storch  
Notary Public in and for the State

WASHINGTON TITLE INSURANCE COMPANY

719 SECOND AVENUE

MUTUAL 2-6600

SEATTLE 4, WASHINGTON

REFER TO

B-530325

U-10

Bayley, Fite, Westberg and Madden  
Seattle 1, Washington

This is a report as of August 26, 1958 at 8 a.m., for a  
\$26,094.58 purchaser's policy, standard form, insuring  
J. H. Baxter & Co., a California corporation,  
covering the following property:

That portion of government lot 5, section 29,  
township 24 north, range 5 east, W.M., in King  
County, Washington, and adjacent shore lands of the  
second class in front thereof lying westerly of  
the Northern Pacific Railway Company's right of  
way and lying northeasterly of the following  
described line:

Beginning at the quarter corner on the south  
line of said section 29; thence north  $89^{\circ}58'36''$   
west along the south line of said lot 5, a  
distance of 1113.01 feet to the westerly line of  
said Northern Pacific Railway Company's right of  
way; thence north  $29^{\circ}44'54''$  east, along said right  
of way line, 949.63 feet to an iron pipe which  
point is the true point of beginning of the line  
described herein; thence north  $59^{\circ}24'36''$  west  
525.00 feet to an iron pipe; thence continuing  
north  $59^{\circ}24'36''$  west 488.23 feet, more or less,  
to the Inner Harbor Line of Lake Washington,  
EXCEPT portion thereof described as follows:

Beginning at the true point of the line herein  
described; thence north  $59^{\circ}24'36''$  west 50 feet; thence  
northeasterly to a point on said westerly line  
of said Northern Pacific Company's right of way,  
distant north  $29^{\circ}44'54''$  east 100 feet from said  
true point of beginning; thence south  $29^{\circ}44'54''$   
west to said true point of beginning, and EXCEPT  
that portion of said shorelands lying northerly  
of the northerly line of said lot 5 produced westerly.

Title is vested in REPUBLIC CREOSOTING COMPANY, an Indiana  
corporation.

Subject to:

1. Last half of general taxes for 1958 in the sum of \$2845.08 (being Tax Lot No. 2) on said premises and other property.
2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
3. Title as vested is claimed under deed from the widow and lineal descendants of Peter C. Reilly, deceased, dated October 25, 1956, recorded under auditor's file No. 4758660, without probate of the estate of said decedent in the State of Washington. We deem the proofs submitted to us sufficient to justify us in insuring title under the said deed.

This report shall have no force or effect except as a basis for the policy applied for.

*M. E. Pichell*

Assistant Secretary

PREMIUM: \$299.00

RF:vls

STATE OF WASHINGTON  
ALBERT D. ROSELLINI, GOVERNOR



WASHINGTON  
STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS

W. A. BUGGE, DIRECTOR  
TRANSPORTATION BUILDING  
OLYMPIA

July 8, 1959

COMMISSIONERS

ERNEST A. COWELL, CHAIRMAN  
EUREKA  
H. E. MORGAN  
LONGVIEW  
O. E. STONE  
SPOKANE  
R. A. MOISIO  
TACOMA  
ERNEST J. KETCHAM  
SEATTLE

LORENZ GOETZ, SECRETARY  
OLYMPIA

DISTRICT OFFICES

NO. 1 SEATTLE 8  
6431 CORSON AVE.  
NO. 2 WENATCHEE  
P. O. BOX 98  
NO. 3 OLYMPIA  
P. O. BOX 327  
NO. 4 VANCOUVER  
4200 MAIN STREET  
NO. 5 YAKIMA  
P. O. BOX 52  
NO. 6 SPOKANE 21  
N. 2820 MAYFAIR ST.  
NO. 7 SEATTLE 4  
480 SPOKANE ST.

Republic Creosoting Co.  
7841 Lake Washington Blvd.  
Renton, Wash.

PSH #1, Kennydale North - Parcel No. 23673

Gentlemen:


We are attaching State Warrant No. 390508 , in the amount of \$ 114.00 - -  
payable to Republic Cresoting Co.

in full, complete and final payment and settlement for all lands  
conveyed, approx. 1,444 sq. ft.

in connection with the above subject section of highway, as set forth  
in Warranty Deed and  
voucher dated May 15, 1959.  
(Hq. voucher #75162)  
Remarks:

Very truly yours,

W. A. BUGGE  
Director of Highways

By   
J. ARNOLD COBLEY  
Chief Right of Way Agent

WAB:bb  
JAC  
Attach.

R 200097

R 200098

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1. The first stage of the process is the identification of the problem. This involves a thorough analysis of the situation and the identification of the key issues that need to be addressed.

[illegible]

John W. ...

2000 年 12 月

AT RENTON OFFICE

1959 JUL 10

RECEIVED

REPUBLIC CREOSOTING CO.

Page 10 of 10

## INTER-OFFICE CORRESPONDENCE

## REILLY TAR &amp; CHEMICAL CORPORATION

TO: Mr. R. J. Boyle - Indianapolis

OFFICE: Laboratory - Indianapolis

FROM: H. R. Horner

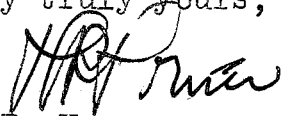
DATE: May 11, 1959

SUBJECT: RENTON PLANT - PROPERTY - STATE HIGHWAY DEPARTMENT

I am returning a copy of the Warranty Deed made out by the State Highway covering a small triangle at the intersection of Southeast 80th Street with the Easterly line of Lake Washington Boulevard (old Secondary State Highway No. 2-A).

In the Warranty Deed the State Highway does not describe the angle between these two streets but former records show it to be a  $60^{\circ}17'10''$ . Using this figure Mr. Hennessy comes up with a total area of 1174.24 square feet. Because of the small area involved and because of the perfectly satisfactory description by the State Highway of the area involved, I do not believe this discrepancy should affect our decisions.

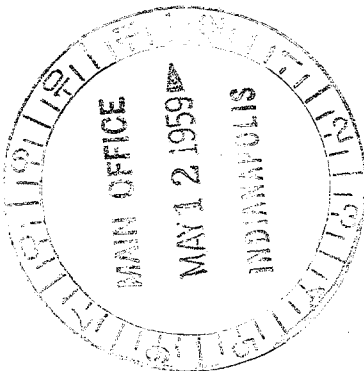
Very truly yours,

  
H. R. Horner

HRH/mv

Attachment

cc: Mr. R. J. Hennessy



STATE OF WASHINGTON  
ALBERT D. ROSELLINI, GOVERNOR



WASHINGTON  
STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
W. A. BUGGE, DIRECTOR  
TRANSPORTATION BUILDING  
OLYMPIA

DISTRICT OFFICES

NO. 1 SEATTLE 8  
6431 CORSON AVE.  
NO. 2 WENATCHEE  
P. O. BOX 98  
NO. 3 OLYMPIA  
P. O. BOX 327  
NO. 4 VANCOUVER  
4200 MAIN STREET  
NO. 5 YAKIMA  
P. O. BOX 52  
NO. 6 SPOKANE 21  
N. 2820 MAYFAIR ST.  
NO. 7 SEATTLE 4  
450 SPOKANE ST.

COMMISSIONERS  
ERNEST J. KETCHAM, CHAIRMAN  
SEATTLE  
H. E. MORGAN  
LONGVIEW  
O. E. STONE  
SPOKANE  
R. A. MOISIO  
TACOMA  
ERNEST A. COWELL  
EUREKA  
LORENZ GOETZ, SECRETARY  
OLYMPIA

May 1, 1959

Republic Creosoting Company  
7841 Lake Washington Boulevard  
Renton, Washington

Attention: Mr. L. P. Tollefson

Re: Primary State Highway No. 1  
Kennydale North  
Parcel 23673  
C.S. 1744

Dear Sir:

Referring to our attempts to acquire a small tract of land containing approximately 1144 square feet located in Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., to improve the Northeast corner of the intersection of 80th Street Southeast and existing Secondary State Highway No. 2-A; and also to our telephone conversation yesterday, in which you informed me that the above mentioned company felt that our offer was too low, I give you the following information endeavoring to explain to them our reasons for being unable to justify any larger payment.

First, I had two highly qualified and well recognized appraisers check the property, and their answer was that in as much as the only sale in the area that would even come close to justifying ten cents, just for land, was the Panabode sale just across the road to the South, and that many other sales in the area indicated that our offer, based on ten cents per square foot, was entirely too high. And if these appraisers were employed to appraise the property, their appraisals would be undoubtedly lower.

Second, the Republic Creosoting Company is the only owner who could possibly be benefited by the improvement of this intersection. The State of Washington feels that they should be willing to donate the land in order for us to do the work; however our offer of \$114. still stands and I sincerely hope that they will see fit to accept it.

R 200100



TO: DIRECTOR, FBI  
FROM: SAC, NEW YORK  
SUBJECT: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

REPUBLIC CREOSOTING CO.  
RECEIVED  
MAY 4 1959  
ATRENTON OFFICE  
Ans'd.....

Republic Creosoting Company  
May 1, 1959

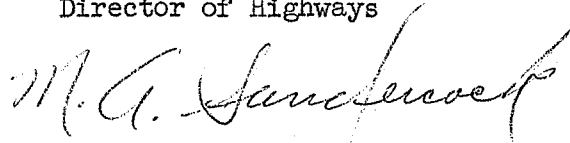
Page 2

However, according to information I received today, if the offer is rejected I will have no choice but to turn it into the Attorney General to secure through eminent domain proceedings.

Hoping to hear from you favorably in the very near future, I am

Yours very truly,

W. A. BUGGE  
Director of Highways



By: M. A. SANDERCOCK  
District Right of Way Agent

WAB:ss  
MAS

cc: McKay

RECEIVED  
MAY 1 1959  
DISTRICT RIGHT OF WAY  
DIVISION

R 200102

REPUBLIC CRESCOTING CO.  
RECEIVED  
MAY 4 1959  
ATTENTION OFFICE

cc: 1000

cc: 1000

ATTENTION OFFICE OF THE ATTORNEY  
GENERAL

cc: 1000

cc: 1000

cc: 1000

nothing to hear from you regarding the above mentioned matter. I am  
concerned to receive further information regarding the above mentioned  
matter. I am sure you will be able to provide me with the information  
I am seeking. I am sure you will be able to provide me with the information  
I am seeking. I am sure you will be able to provide me with the information  
I am seeking.

cc: 1000

cc: 1000

WASHINGTON  
STATE HIGHWAY COMMISSION

# DEPARTMENT OF HIGHWAYS

District Voucher No. ....

Voucher No. ....

**IMPORTANT INSTRUCTIONS**  
—READ AND FOLLOW

Make out your claim on this form alone. No other invoice required. Make vouchers in triplicate. Be sure to fill in name as payee and sign the certification. Forward this voucher properly executed at time of shipment as directed on Purchase Order or shipping request.

Payee..... **REPUBLIC CREOSOTING COMPANY**  
Street and No..... **7841 Lake Washington Boulevard**  
City..... **Renton** State..... **Washington**

(Vendor: Please use same name in this space as is used for payee in certificate below.)

TO BE FILLED IN BY PAYEE  
Purch. Order or Other Purch. Auth.  
Number

TO BE FILLED IN BY  
DEPARTMENT OF HIGHWAYS  
Goods and/or Services Received:

By .....

On date.....

Terms.....

Invoice Date Year 19___ Mo. Day	Field Order No.	Equip. No.	DESCRIPTION	Amount
			<b>In full, complete and final payment and settlement for the sale to the State of Washington of a portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., for a right of way for PSH No. 1, Kenndale North, as fully set forth in deed of even date. Also for all damages of whatsoever kind or nature to remaining lands by reason of the location, construction, maintenance (drainage, alteration of existing grade line) and operation of said Highway.</b>	
			<b>For all lands conveyed, approx. 1,144 sq.ft.</b>	<b>\$114. 00</b>

Warrant No. ....

TOTAL..... \$ **114.00**

Corrected..... \$ .....

Approved and allowed in the above amount or as corrected.

Date.....

Deputy State Auditor.

I, the undersigned, do hereby certify under penalty of perjury, that the material furnished, service rendered, expense incurred, or other item of indebtedness as charged in the foregoing bill is a true and correct charge against the State of Washington; that the claim is just and due; that no part of same has been paid and that I am authorized to sign for the payee.

Subscribed this **15th** day of **May**, 195 **9**, at **Indianapolis, Ind.**

SIGN HERE **C. B. Edwards** **President**  
(Title)

For **Republic Creosoting Company**  
(Firm Name)

APPROPRIATION STAMP  
(For Headquarters Office)

Amount

Appro. No.  
District Use

Ck'd

R 200104

**P** (For Right of Way Dept.)  
**1** **Kenndale North**  
SH..... Section.....

Classif. **R/W**

I, the undersigned, do hereby certify to the correctness of the above claim chargeable to the appropriation shown above.

Approved: **Chief Right of Way Agent**

DIRECTOR OF HIGHWAYS

By.....

23573



By..... Audited by.....

District Voucher No..... **Distribution of Maintenance Expenditures** Voucher No.

## Warrant Number.....

## Distribution of Construction Expenditures

**R 200105**

December 11, 1963

Washington State Highway Commission  
Department of Highways  
Office of District Engineer, District No. 1  
6431 Corson Avenue South  
Seattle 8, Washington

Attention: Mr. Norman Van Brunt  
District Right of Way Supervisor

Gentlemen:

In accordance with the offer contained in your letter of October 22, 1963, we have executed the Warranty Deed which is attached. We also return Real Property Voucher, showing the amount to be paid us as \$38,688.70.

Please note thaton both the Deed and the Voucher we have corrected the name of the Grantor from Republic Greosoting Company to Reilly Tar & Chemical Corporation, formerly Republic Greosoting Company.

About January 1, 1962, the name of Republic Greosoting Company was changed to Reilly Tar & Chemical Corporation

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

R. J. Boyle  
Asst. Secretary

RJB:LS

Encl.

R 200114

cc: Mr. A. J. Westberg  
Mr. W. W. Roberts - Renton  
Mr. B. L. George - Los Angeles (nn on orig)

# REAL PROPERTY VOUCHER

HQ ACCOUNTING

AGENCY NAME
WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
HIGHWAYS — LICENSES BUILDING
OLYMPIA, WASHINGTON

ORDER NUMBER	DATE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS AND AMOUNTS LISTED HEREIN ARE PROPER CHARGES AGAINST THE STATE OF WASHINGTON. THAT THE SAME OR ANY PART THEREOF HAS NOT BEEN PAID, AND THAT I AM AUTHORIZED TO SIGN FOR THE CLAIMANT.

*J.E. Keilly, Vice President*

GRANTOR OR CLAIMANT
REILLY TAR & CHEMICAL CORPORATION, formerly REPUBLIC CREOSOTING COMPANY

(SIGN IN INK)

(DATE)

PROJECT TITLE:	PARCEL:
PSH. No. 1, RENTON TO KENNYDALE	1-2896

IN FULL, COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR the sale to the State of Washington of a portion of Government lot 5, Section 29, Township 24 North, Range 5 E.W.M required for right of way for the above project; also for all access rights and for all improvements; and for severance and all other damages of whatsoever kind or nature to remaining lands by reason of the location, construction, operation and maintenance of said highway

AS FULLY SET FORTH IN Warranty Deed DATED \_\_\_\_\_

Possession to be given on or before

	AMOUNT
FOR ALL LANDS CONVEYED	
4.28 acres, more or less,	\$ 29,318.00
FOR ALL IMPROVEMENTS	
Six dwellings, 4 garages, 5 sheds,	3,600.00
FOR ALL OTHER ITEMS	
For all damages	5,807.00

DEDUCTIONS:	SUB TOTAL	\$ 38,725.00
FEDERAL DOCUMENTARY STAMPS	\$ 36.30	
OTHER (SPECIFY)		
	TOTAL DEDUCTIONS	36.30
	NET TOTAL	\$ 38,688.70
	TOTAL FEE	-00-
ESCROW FEE \$	AMOUNT TO BE PAID	\$ 38,688.70
JOB NUMBER		
R/W 1472		
SALES TAX ON ESCROW FEE \$		
CONTROL SECTION		
1744		

WORK ORDER NO.	FUNCTION	OBJECT	C/S	PARCEL	AMOUNT	APPROVED
						NAME <u>Everett W. Fenton</u>
						TITLE <u>R/W Agent</u> DATE
						NAME
						TITLE DATE

I CERTIFY THAT THE ABOVE DATA ARE CORRECT. THAT THE ACQUISITION IS NECESSARY FOR AND HAS BEEN PROCURED IN ACCORDANCE WITH PROCEDURES PRESCRIBED FOR THIS PROJECT.

DIRECTOR OF HIGHWAYS

R 200115

NAME	DATE
TITLE	DATE
VOUCHER NO.	WARRANTY NO.

STATE OF WASHINGTON  
ALBERT D. ROSELLINI, GOVERNOR



WASHINGTON  
STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OFFICE OF DISTRICT ENGINEER  
DISTRICT NO. 1  
6431 CORSON AVENUE SOUTH  
SEATTLE 8

December 16, 1963

Reilly Tar & Chemical Corporation  
11 South Meridian Street  
Indianapolis 4, Indiana

Attention: Mr. R. J. Boyle,  
Asst. Secretary

PSH No. 1, Renton to Kenndale  
C.S. 1744 R/W 1472  
Parcel No. 1-2896

Dear Sir:


On behalf of the State of Washington we wish to thank you for your letter of transmittal under date of December 11, 1963, and for the properly executed deed of conveyance enclosed therewith.

It was noted, however, that the property voucher was not executed. This voucher must be executed before the State Treasurer can issue a warrant.

Please sign the warrant voucher in the space near the top right corner of the form.

Very truly yours,

P. J. MC KAY  
District Engineer

  
By: PAUL KOSS  
District Right of Way Supervisor

PJM:ss  
EF

Enclosures

cc: Messrs. Prah/Cobley  
McKay  
Fenton

R 200116



STATE OF WASHINGTON  
ALBERT D. ROSELLINI, GOVERNOR



WASHINGTON  
STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OFFICE OF DISTRICT ENGINEER  
DISTRICT NO. 1  
6431 CORSON AVENUE SOUTH  
SEATTLE 8

October 22, 1963

Reilly Tar and Chemical Corporation  
7841 Lake Washington Boulevard  
Renton, Washington

Attention: Mr. W. W. Roberts,  
Manager

C.S. 1744 R/W 1472  
PSH No. 1, Renton to Kenndale  
Parcel No. 1-2896  
(Republic Creosoting Company)

Dear Sir:

You are, no doubt, already aware that plans are under way to improve the above-named highway. In order to carry out this improvement, we need to purchase a portion of your property located in Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M.

The new highway will be a limited access facility, which means that no direct access will be permitted to the through lanes of traffic from the abutting properties. This relatively new feature of highway design has resulted in creating a highway which is infinitely superior to the older style roads by eliminating the tremendous hazards caused by numerous vehicles entering and leaving the highway at unexpected places. If you have been over the existing highway between Seattle and Tacoma in recent months, you have seen a vivid illustration of just how dangerous an uncontrolled highway can become. When the new highway is completed, we are certain that you will find it a genuine pleasure to use and it will make your trips into town faster, cheaper and ever so much safer.

We have enclosed a right of way map on which we have outlined your property with a blue line and the portion which we now wish to buy from you has been shaded in red. The hatch marks along the edge of the right of way indicate the line across which main access is not permitted. You will notice that there is no direct access to the main traveled lanes from the remainder of your property; however, you will be able to enter and leave the freeway at the interchange just north of Southeast 80th.

R 200117

Reilly Tar and Chemical Corporation

October 22, 1963

We have also enclosed a general information booklet which will clarify many of the questions which will arise as a result of this request.

We have had your property appraised by the most qualified appraisers available to us in this area. You may be assured that they have been instructed to make a careful study of all elements of value which contribute to the present worth of your property. They have also carefully considered the effect of the highway on the value of your remaining lands and improvements.

In addition, we have subjected the appraisals to a thorough review by our own highly trained staff of review appraisers, and we are pleased to report that they have found the appraisals to be well prepared and they are convinced that they represent the fair cash price which we should offer. We are, therefore, offering you the sum of \$38,725.00 for the lands and property rights described in the enclosed deed and vouchers.

On the assumption that you will agree that this is a very fair offer, we have taken the liberty of enclosing deeds and vouchers for your execution. Will you and the necessary parties of your corporation please sign the deed before a notary public and ask that he please use the acknowledgment form which has been prepared for that purpose on the instrument.

Will you also please sign all copies of the voucher. Please sign in the space provided for same in the upper right hand corner of the voucher. Please sign in ink. Please be sure to have all papers executed by the proper corporation officers.

Our title reports indicate that your property is unencumbered with the exception of the last half of property taxes, which amount to \$3,620.56, according to the records of the County Treasurer. Since the State may only purchase property free of all encumbrances, these taxes must be paid before this transaction is completed.

The booklet enclosed mentions that there is a substantial savings to you, over and above the usual costs of closing a real estate transaction; however, we felt that you would be interested in knowing that the savings in your particular case amounts to a healthy \$2,548.00!

Broker's Commission (5%) - - - - -	\$ 1,936.00	(no broker involved)
1% Real Estate Excise Tax - - - - -	387.00	(exempt)
Title Insurance Premium - - - - -	181.00	(the State pays)
State Documentary Stamps - - - - -	39.00	(exempt)
Instrument preparation - - - - -	5.00	(the State pays)

\$ 2,548.00

R 200118

- page 2 -

Reilly Tar and Chemical Corporation

October 22, 1963

Unfortunately, the law does not allow us to absorb the Federal Documentary Stamp Tax and this will be your only closing expense (\$0.55 per \$500.00). The Federal Documentary Stamps in the amount of \$36.30 will be affixed to the Deed, with the cost of the stamps being shown as a deduction on the enclosed voucher.

You may, if you wish, retain the improvements located in the right of way, by purchasing them back from the State and moving them to a different location. The salvage value of the six houses is \$55.00 each, the three garages \$5.00 each and the five sheds \$1.00 each. If you should decide to exercise this option, please inform us and we will send you a different set of instruments which will have a provision for a \$350.00 bond to insure complete removal and a ninety day completion date. If you do not want to retain the improvements, the possession date for the State will be thirty days after the execution of the instruments.

Naturally it takes some time to process a transaction of this sort, but you can expect the State warrant to be in your hands within four to six weeks after we receive the executed papers from you.

Thank you for your cooperation in this matter.

Very truly yours,

P. J. MC KAY  
District Engineer



By: NORMAN VAN BRUNT  
District Right of Way Supervisor

PJM:ss  
EF

Enclosures

cc: Messrs. Cobley  
McKay  
Fenton

R 200119

To Mr. R. J. Boyle - Indianapolis

At Renton

Subject Renton Property - Easement

Date 6-21-63

We received the attached letter from "Metro" and the check for \$10.00 here the other day. I do not know how this is to be handled so am sending the whole thing along to you, as you are familiar with the transaction from the beginning.

PLEASE REPLY TO →

Signed

*W. W. Roberts*

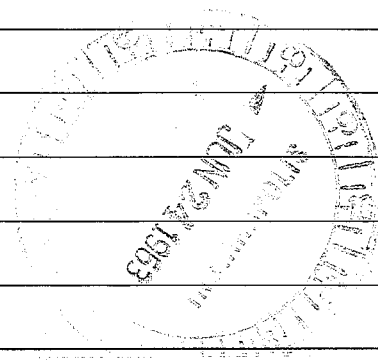
Date

Signed

Rediform®  
45 469

SEND PARTS 1 AND 3 WITH CARBONS INTACT.  
PART 3 WILL BE RETURNED WITH REPLY.

R 200120





# MUNICIPALITY OF METROPOLITAN SEATTLE

# METRO

410 W. HARRISON STREET SEATTLE 99, WASHINGTON AT 4-5100

June 18, 1963

Reilly Tar and Chemical Company  
7841 Lake Washington Boulevard  
Renton, Washington

Attention: Mr. W. W. Roberts

Gentlemen:

Payment for Easement

We enclose herewith Warrant No. 805, in the amount of \$10.00, representing payment for the easement rights granted to the MUNICIPALITY OF METROPOLITAN SEATTLE for sewer purposes.

We trust this action takes care of the matter to your satisfaction, and we take this opportunity to express our appreciation for your cooperation in this matter.

Very truly yours,

*Raymond Drebin*

Raymond Drebin  
Right of Way Agent

RD:mg

Encl: Warrant No. 805

REILLY TAR & CHEMICAL CORP.  
RECEIVED

JUN 19 1962

AT RENTON OFFICE

Ans'd.....

R 200121



# REAL PROPERTY VOUCHER

GRANTOR

AGENCY NAME WASHINGTON STATE HIGHWAY COMMISSION DEPARTMENT OF HIGHWAYS HIGHWAYS - LICENSES BUILDING OLYMPIA, WASHINGTON				ORDER NUMBER		DATE	
GRANTOR OR CLAIMANT  REILLY TAR & CHEMICAL CORPORATION, formerly REPUBLIC CROSCOTING COMPANY  11 South Meridian Street Indianapolis 4, Indiana				I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS AND AMOUNTS LISTED HEREIN ARE PROPER CHARGES AGAINST THE STATE OF WASHINGTON, THAT THE SAME OR ANY PART THEREOF HAS NOT BEEN PAID, AND THAT I AM AUTHORIZED TO SIGN FOR THE CLAIMANT.  <i>L. C. Kelly, Vice President</i>			
PROJECT TITLE: PSH. No. 1, RENTON TO KENNYDALE				PARCEL: 1-2896		(SIGN IN INK)	
IN FULL, COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR the sale to the State of Washington of a portion of Government lot 5, Section 29, Township 24 North, Range 5 E.W.M. required for right of way for the above project; also for all access rights and for all improvements; and for severance and all other damages of whatsoever kind or nature to remaining lands by reason of the location, construction, operation and maintenance of said highway							
AS FULLY SET FORTH IN Warranty Deed DATED							
Possession to be given on or before February 10, 1964.							
FOR ALL LANDS CONVEYED 4.25 acres, more or less,						AMOUNT \$ 29,315.00	
FOR ALL IMPROVEMENTS Six dwellings, 4 garages, 5 sheds,						3,600.00	
FOR ALL OTHER ITEMS For all damages						5,807.00	
DEDUCTIONS: FEDERAL DOCUMENTARY STAMPS OTHER (SPECIFY)						SUB TOTAL \$ 36.30	
ESCROW FEE \$ JOB NUMBER R/W 1472						TOTAL DEDUCTIONS 36.30	
SALES TAX ON ESCROW FEE \$ CONTROL SECTION 17th						NET TOTAL \$ 38,688.70	
TOTAL FEE AMOUNT TO BE PAID						38,688.70	
WORK ORDER NO.		FUNCTION	OBJECT	C/S	PARCEL	APPROVED <i>Everett W. Fenton</i> NAME Everett W. Fenton TITLE R/W Agent DATE NAME TITLE DATE VOUCHER NO. WARRANT NO.	
I CERTIFY THAT THE ABOVE DATA ARE CORRECT. THAT THE ACQUISITION IS NECESSARY FOR AND HAS BEEN PROCURED IN ACCORDANCE WITH PROCEDURES PRESCRIBED FOR THIS PROJECT.  DIRECTOR OF HIGHWAYS						R 200124	
BY						TITLE: DATE:	

YES



LAW OFFICES OF

JONES, GREY, BAYLEY & OLSEN

HARRY B. JONES (1968)  
ADLORE R. KEHOE (1969)

WHEELER GREY  
FRANK S. BAYLEY  
ALBERT OLSEN  
RICHARD A. CLARK  
RICHARD I. SAMPSON  
JOHN R. TOMLINSON  
WILBERT C. ANDERSON  
GENE B. BRANDZEL  
DEXTER A. WASHBURN  
MAURICE E. SUTTON  
WILLIAM C. RUTHFORD  
VICTOR VAN VALIN  
CLINTON F. RAYMOND, JR.  
JOHN L. WEST  
GEORGE W. STEERS

1000 NORTON BUILDING  
SEATTLE, WASHINGTON 98104  
AREA CODE 206 MAIN 4-0900  
CABLE ADDRESS JOGRE

COUNSEL

HARRY B. JONES, JR.  
RICHARD B. HOOPER

July 27, 1971

Mr. T. J. Ryan  
Reilly Tar & Chemical Corporation  
11 South Meridian Street  
Indianapolis, Indiana 46204

Re: Reilly Tar and Chemical Corporation


Dear Tom:

Thank you for your letter of July 19, 1971,  
acknowledging receipt of the Escrow data and check.

I'm looking forward to seeing you in September  
when you are here in Seattle.

Sincerely,

JONES, GREY, BAYLEY & OLSEN

  
Gene B. Brandzel

tl

cc:  
R 200468

LENIHAN, IVERS, JENSEN & MCATEER

ATTORNEYS AT LAW

1114 NORTON BUILDING

SEATTLE 98104

624-4212

EMMETT G. LENIHAN  
HENRY T. IVERS  
JOSEPH S. IVERS  
CARL P. JENSEN  
WILLIAM F. LENIHAN  
JAMES F. MCATEER  
JAMES C. HANKEN

September 21, 1971

Mr. T. J. Ryan  
Reilly Tar & Chemical Corporation  
11 South Meridian Street  
Indianapolis, Indiana 46204

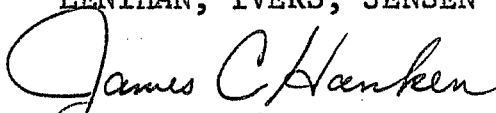
Re: Quendall Terminal Acquisition of Reilly Tar &  
Chemical Property

Dear Tom:

Enclosed please find original and two copies of an Affidavit concerning the real estate acquisition by Quendall Terminals. J. H. Baxter & Co. has a Board of Equalization hearing concerning its plant site in which this real estate transaction constitutes the principal evidence concerning value. We wish to utilize the Affidavit as supporting evidence.

Very truly yours,

LENIHAN, IVERS, JENSEN & MCATEER

  
JAMES C. HANKEN

JCH:cag

Encl.

cc Robert Mossman  
Gene Brandzell

R 200473

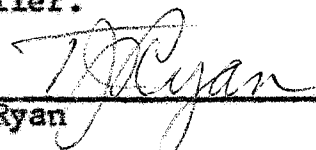
AFFIDAVIT OF T. J. RYAN

INDIANA  
STATE OF ~~ILLINOIS~~ )  
COUNTY OF MARION } ss.

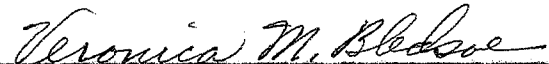
T. J. RYAN, being first duly sworn on oath, deposes and says as follows:

That he is the Vice President of Reilly Tar & Chemical Corporation, and on behalf of Reilly Tar & Chemical Corporation he negotiated the sale of the plant site of Reilly Tar & Chemical located on the southeast shore of Lake Washington.

That Reilly Tar & Chemical Corporation is under no economic duress and was a solvent, willing seller.

  
\_\_\_\_\_  
T. J. Ryan

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of September, 1971.

  
\_\_\_\_\_  
Notary Public in and for the  
State of ~~Indiana~~, residing  
at ~~Indianapolis~~

VERONICA M. BLEDSOE  
My Commission Expires Jan. 29, 1974

June 25, 1971

Mr. Gene B. Brandzel  
Jones, Grey, Bayley & Olsen  
1000 Norton Building  
Seattle, Washington 98104

Dear Gene:

Pursuant to the instructions contained in Mr. R. B. Mossman's letter of June 21, 1971, I am enclosing the three signed copies of our Agreement with J. H. Baxter.

You might note that there are no corporate seals affixed by the other parties. I mention this inasmuch as the notarization so specifies they be affixed.

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

T. J. Ryan  
Vice President

TJR:LS

Encl.

cc: Mr. R. B. Mossman

R 200445

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15<sup>th</sup> day of June, 1971, between QUENDALL TERMINALS, a Joint Venture comprised of Puget Timber Company, a Washington corporation, and Altino Properties, Inc., a Washington corporation, hereinafter referred to as the "Purchaser," and REILLY TAR AND CHEMICAL CORPORATION, an Indiana corporation, hereinafter referred to as the "Seller," and J. H. BAXTER & CO., a California corporation, and BARBEE MILLS, INC., a Washington corporation, hereinafter referred to as the "Guarantors."

W I T N E S S E T H:

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller under the terms and conditions herein provided that real property described in Schedule A, attached hereto and by this reference incorporated herein as if set forth in full, with all improvements located thereon, described in Exhibit B attached hereto and by this reference incorporated herein as if set forth in full, all located in King County, State of Washington.

1. The purchase price is Five Hundred Thousand Dollars (\$500,000.00), of which Two Hundred and Fifty Thousand Dollars (\$250,000.00) is for the land and Two Hundred and Fifty Thousand Dollars (\$250,000.00) is for the improvements located thereon in accordance with the itemization of price set forth in Schedule "B" hereto. One Hundred Thousand Dollars (\$100,000.00) of said purchase price has been paid and the receipt thereof is hereby acknowledged. The balance of said purchase price shall be paid as follows: Four (4) equal annual installments commencing June 15, 1972, and on June 15 of each succeeding year until the balance of said purchase price is fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Five % per annum from the 15th day of June, 1971, which

interest shall be paid on each annual installment date. All payments to be made hereunder shall be made at 1615 Merchants Bank Building, Indianapolis, Indiana 46204, to the attention of Thomas Ryan, or at such other place or to such other person as Seller may direct in writing.

2. Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between Seller and Purchaser hereafter become a lien on said real property.

3. Purchaser agrees, until the purchase price is fully paid, to keep the improvements and appurtenances insured for the benefit of Seller throughout the term of this real estate contract against the following:

a. Loss or damage of all or any part of the improvements and appurtenances, and all additions thereto, by fire or such other risk as may be included in the broadest form of extended coverage insurance available during the term of this contract in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

b. Claims for personal injury or property damage under a policy of general public liability insurance in such limits as may be reasonably requested by the Seller from time to time, but not greater than Five Hundred Thousand/Two Million Dollars (\$500,000/2,000,000) with respect to bodily injury, and One Hundred Thousand Dollars (\$100,000) for property damage.

The insurance policy shall name Seller as an insured. Within ten (10) days after the date of this contract, Purchaser shall provide Seller with a certificate of insurance from an insurance company acceptable to Seller evidencing such insurance coverage.

4. Purchaser agrees that full inspection of the subject real property has been made, and that neither Seller nor his

assigns should be held to any covenant respecting the condition of any improvement or appurtenance thereon, nor shall the Seller be held to any covenant or agreement for alterations, improvements or repairs of the subject real property or any part thereof. Seller and Purchaser represent that they will enter into a separate supplemental agreement regarding certain other warranties, which agreement will be executed contemporaneously with the execution of this real estate contract, and which shall be construed as a part hereof as if contained in full herein. No other representations or warranties have been made by Seller, or anyone in its behalf, to Purchaser, or anyone in its behalf, as to the condition of the subject property, including but not limited to, the tankage and two piers. IT IS UNDERSTOOD AND AGREED THAT THE IMPROVEMENTS AND APPURTENANCES LOCATED ON THE REAL PROPERTY DESCRIBED HEREIN ARE SOLD "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, SELLER PARTICULARLY DISCLAIMS ALL AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF THE PIERS AND TANKAGE OR ANY OTHER IMPROVEMENT OR APPURTENANCE FOR ANY PARTICULAR USE.

5. The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied as payment on the purchase price herein unless Seller elects to allow Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improve-

ments damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be paid to Seller for application on the purchase price herein.

6. The subject real property shall at all times be kept and used in accordance with the laws of the State of Washington, the County of King and City of Renton and in accordance with all directions, rules and regulations of any pertinent and authorized authority at the sole cost and expense of Purchaser. Purchaser will permit no waste, damage or injury to the subject real property.

7. Seller has delivered to Purchaser a preliminary commitment for title insurance issued by Transamerica Title Insurance Company dated December 29, 1970, No. 358293 and will deliver a standard form purchaser's title insurance policy to insure the Purchaser, to the full amount of said purchase price, against loss or damage by reason of defect in Seller's title to said real property as of the date of closing and containing no exceptions other than printed general exceptions appearing in the standard form of purchaser's title insurance policy and liens and encumbrances as described in said preliminary commitment for title insurance dated December 29, 1970.

8. Seller agrees, upon receiving full payment of the purchase price and interest in the manner specified in this real estate contract, to execute and deliver to Purchaser a quit claim deed to said real estate excepting any part thereof hereafter taken for public use and free of any encumbrances which may attach after date of closing through the Seller or its successor in interest.



9. Purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as Purchaser is not in default hereunder. Purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit the use of the real estate for any illegal purpose. Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utilities services furnished to said real estate after the date Purchaser is entitled to possession.

10. In case Purchaser fails to make any payment herein provided or to maintain insurance, as herein required, Seller may make such payment or effect such insurance, and any amounts so paid by Seller, together with interest at the rate of ten percent (10%) per annum thereon from date of payment until repaid shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

11. Time is of the essence of this contract, and it is agreed that in case Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, Seller may elect to declare all Purchaser's rights hereunder terminated, and upon his doing so, all payments made by Purchaser hereunder and all improvements placed upon the real estate shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the real estate; and no waiver by Seller of any default on the part of Purchaser shall be construed as a waiver of any subsequent default.

12. Upon Seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment

required hereunder, Purchaser agrees to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit. If Seller shall bring suit to procure an adjudication of the termination of Purchaser's rights hereunder, and judgment is so entered, Purchaser agrees to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

13. Service upon Purchaser of all demands, notices or papers with respect to forfeiture and termination of Purchaser's rights may be made by United States mail, postage pre-paid, return receipt requested, directed to the Purchaser at 1700 South El Camino Real, San Mateo, California 94402.

14. As referred to in this contract, "date of closing" shall be June 15, 1971. The sale shall be closed in the Seattle office of Transamerica Title Insurance Company. Upon closing, Seller shall pay the costs of state revenue stamps, the premium for the aforescribed title insurance policy, and the 1% real estate excise tax in this transaction. Upon closing, all costs of recording and all state sales taxes (if any) on the transfer of personal property related to this transaction shall be paid by Purchaser. Real estate taxes shall be prorated as of the date of closing. Escrow costs shall be paid 1/2 each by Purchaser and Seller.

15. As an inducement to Seller to enter into this contract and in reliance thereon by Seller, J. H. Baxter & Co. and Barbee Mills, Inc., jointly and severally, hereby guarantee the performance of the terms and conditions of this real estate contract.

16. This real estate contract and the supplemental agreement executed contemporaneously herewith constitute the entire understanding between the parties with respect to the sale and purchase of the aforescribed real property, superceding all prior negotiations, discussions and arrangements. Neither this agreement nor any part hereof may be modified, except in writing executed by all the parties hereto.

17. This real estate contract is executed in King County, State of Washington, and shall be construed and interpreted in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written in the role hereinabove stated.

SELLER:

REILLY TAR AND CHEMICAL CORPORATION

By *Peter C. Reilly*  
President

By *Robert J. Boyle*  
Secretary

PURCHASER:

QUENDALL TERMINALS, a Joint Venture composed of PUGET TIMBER COMPANY, a Washington corporation, and ALTINO PROPERTIES, INC., a Washington corporation.

GUARANTOR OF PURCHASER'S OBLIGATION:

BARBEE MILL CO., INC.


By *Alex Cugini*  
Alex Cugini, President

By *Alex Cugini, Jr.*  
Alex Cugini, Jr., Secretary

MEMBER OF JOINT VENTURE:

PUGET TIMBER COMPANY

By

  
President

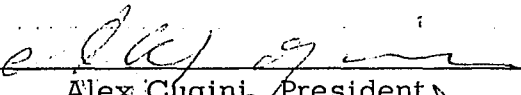
By

  
Secretary

MEMBER OF JOINT VENTURE:

ALTINO PROPERTIES, INC.

By

  
Alex Cugini, President


By

  
Alex Cugini, Jr., Secretary

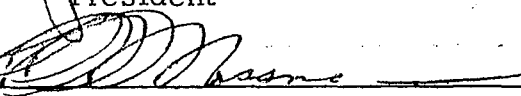
GUARANTOR OF PURCHASER'S  
OBLIGATION:

J. H. BAXTER & CO.

By

  
President

By

  
Secretary

STATE OF INDIANA     )  
                              )     SS.  
COUNTY OF Marion)

On this 25th day of June, 1971, personally appeared Peter C. Reilly and Robert J. Boyle, to me known to be the President and Secretary of REILLY TAR AND CHEMICAL CORPORATION, the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Veronica M. Bledsoe  
NOTARY PUBLIC in and for the State  
of Indiana, residing at Indianapolis  
VERONICA M. BLEDSOE  
My Commission Expires Jan. 29, 1974

STATE OF CALIFORNIA     )  
                              )     SS.  
COUNTY OF SAN MATEO     )

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of PUGET TIMBER COMPANY, the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

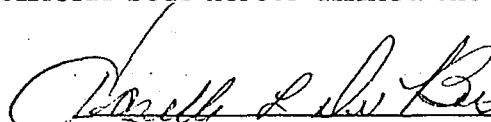
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Jacqueline R. Raderhugh  
NOTARY PUBLIC in and for the State of  
California, residing at San Mateo.  
MY COMMISSION EXPIRES AUGUST 27, 1971

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this 14 day of June, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALEX CUGINI and ALEX CUGINI, JR., to me known to be the President and Secretary, respectively, of ALTINO PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

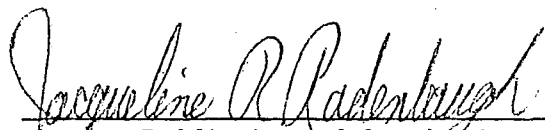
WITNESS my hand and official seal hereto affixed the day and year first above written.

  
Notary Public in and for the State of  
Washington, residing at Benton

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF SAN MATEO )

On this 21st day of June, 1971, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ALFRED X. BAXTER and R. B. MOSSMAN, to me known to be the President and Secretary, respectively, of J. H. BAXTER & CO., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

  
Notary Public in and for the State of  
California, residing at San Mateo

MY COMMISSION EXPIRES AUGUST 27, 1971

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971 personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the President and Secretary of BARBEE MILLS, INC., the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.

SCHEDULE "A"

DESCRIPTION  
REILLY TAR & CHEMICAL CORPORATION PROPERTY

That portion of Government Lot 5 in Section 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North 89°58'36" West along the South line of said Lot 5 1,113.01 feet to the Westerly line of said Northern Pacific Railroad Right of Way; thence North 29°44'54" East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North 29°44'54" East 200.01 feet to the true point of beginning of the line herein described; thence South 56°28'50" West 222.32 feet to a point which bears North 59°24'56" West 100.01 feet from said Point A; thence North 59°24'56" West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408, containing 31.7 acres more or less (accuracy to one acre) of which 12.8 acres are underwater shorelands.

The Harbor Area Lease dated the 30th day of November, 1943, between the Port of Seattle and Peter C. Reilly for that area between the inner and outer harbor lines lying adjacent to the area described above in Lake Washington.

All rights and interest in and to that certain lease between Foss Tug & Barge for booming and rafting of logs on Lake Washington dated the 1st day of December, 1962, between Reilly Tar & Chemical and Foss Tug & Barge.

All rights and permits, if any, from the Army Corps of Engineers for placing and locating structures, wharves, dolphins, piers and other devices that are in interference with navigation and require permits from the Army Corps of Engineers located in that area described in the Harbor Area Lease referred to above.



# SCHEDULE "B"

Reference Republic Creosoting Co. Drwg. #22M-1, Dated 3/27/1958  
including revisions to 11/9/69, attached hereto and by  
this reference incorporated herein.

Improvements to remain are as follows:

a.	Office structure immediately northeast of Tank #1	\$ 2,500.00
b.	Pier and Equipment #18	25,000.00
c.	Pier and Equipment #19	7,500.00
d.	Pump and House #20	1,000.00
e.	Tanks Appurtenances and Equipment #23	72,500.00
f.	Tanks Appurtenances and Equipment #26	72,500.00
g.	Tanks Appurtenances and Equipment #31	1,000.00
h.	Tanks Appurtenances and Equipment #32	1,000.00
i.	Tanks Appurtenances and Equipment #33	1,000.00
j.	Tanks Appurtenances and Equipment #34	1,000.00
k.	Tanks Appurtenances and Equipment #35	7,500.00
l.	Tanks Appurtenances and Equipment #36	7,500.00
m.	Tanks Appurtenances and Equipment #37	20,000.00
n.	Tanks Appurtenances and Equipment #38	20,000.00
o.	Building & Equipment #40 (Less Pump)	500.00
p.	Building & Equipment #41	500.00
q.	All equipment improvements and natural growth, including trees in sectors 1, 2, 5, 6, as shown on drawing referred to above. It is expressly understood that improvements no. 5, 7, 14, 22, 28 and 86 are to be removed.	1,000.00
r.	Water line extending from Building 40 to Building #2 and attached risers, hydrants, etc., including laterals	3,000.00
s.	4" product lines from immediately north of Tank #1 with attachments to and including rail loading/ unloading facility	4,000.00
t.	Two (2) pumps from Building #2 to be left on site	1,000.00

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is executed contemporaneously with that certain Real Estate Contract dated June 15, 1971 between the parties hereto concerning that certain real property in the City of Renton, County of King, State of Washington, described in Schedule A attached hereto and by this reference made a part hereof as if set forth in full. This supplemental agreement is between QUENDALL TERMINALS, a Joint Venture comprised of Puget Timber Company, a Washington corporation, and Altino Properties, Inc., a Washington corporation, hereinafter referred to as the "Purchaser," and REILLY TAR AND CHEMICAL CORPORATION, an Indiana corporation, hereinafter referred to as the "Seller," and J. H. BAXTER & CO., a California corporation, and BARBEE MILLS, INC., a Washington corporation, hereinafter referred to as the "Guarantors."

W I T N E S S E T H:

WHEREAS, Seller is selling to Purchaser under real estate contract the real property located in the City of Renton which was utilized by Seller since 1921 as a refinery producing as its main product creosote; and

WHEREAS, Purchaser has conducted extensive and intensive studies of the soil and underwater conditions of the subject real property, and it has been determined that parts of the subject real property have been saturated with certain hydrocarbons (hereinafter referred to as "residue"); and

WHEREAS, the Attorney General of the State of Washington and the Washington State Department of Ecology are investigating the existence of said residue; and

WHEREAS, Purchaser and Seller wish to provide for contingencies regarding the existence of said residue, now, therefore,

IN CONSIDERATION OF the execution of the aforescribed real estate contract between the parties hereto, and the mutual promises herein contained, and as an integral part of said real estate contract sale, the parties hereto agree as follows:

1. Seller agrees to defend, at its own expense, any action commenced prior to June 15, 1976, to abate the residue condition or any part thereof and/or to recover damages on behalf of a party other than Purchaser, their successors in interest or guarantors, as a result of the existence of said residue condition. Seller further agrees to be solely responsible for any judgment rendered in such action subject to Purchaser's responsibility as defined in paragraph 2 hereof. The defense of any such action shall be under the control of Seller.

Any action for abatement of the residue condition or for damages as a result thereof commenced after June 15, 1976, shall be the sole responsibility of Purchaser.

2. Purchaser agrees that it will not knowingly engage in any excavation, construction or any other activity on the subject real property which will result in aggravating or compounding the residue condition as it exists on June 15, 1971. Purchaser's plans for any work which may result in aggravating or compounding said residue condition shall be submitted to Seller for written approval prior to the commencement of any such work. Purchaser agrees that no such work will be commenced until Seller approves thereof in writing. Seller agrees not to unreasonably withhold the giving of such approval.

3. Purchaser further agrees that it will present to the Washington State Department of Ecology a plan for abatement of said residue condition and that it will, at its own expense, take such steps as are legally necessary to minimize any possibility

of pollution problems resulting from said residue condition. In the event Purchaser determines that the steps legally necessary to abate the residue condition are not in Purchaser's opinion financially feasible. Purchaser shall have the right to limit its responsibility to Seller under this paragraph 3 by forfeiture of the real estate contract for the purchase of the subject real property.

4. Purchaser and Seller further agree that Seller shall not be responsible to Purchaser for any other damage, loss or expense incurred by Purchaser as a result of the existence of said residue condition or the commencement of any action.

5. The Guarantors agree that they jointly and severally guarantee the performance by Purchaser of the terms and conditions of this supplemental agreement.

6. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement this 15th day of June, 1971, contemporaneously with the aforescribed real estate contract.

SELLER:

REILLY TAR AND CHEMICAL CORPORATION

By

Peter C. Reilly  
President

By

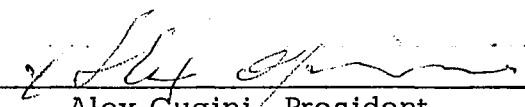
Robert J. Boyle  
Secretary

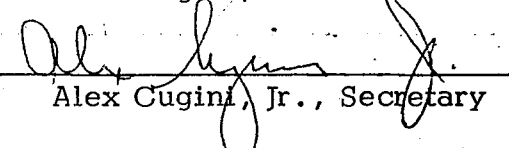
PURCHASER:

QUENDALL TERMINALS, a Joint Venture  
composed of PUGET TIMBER COMPANY,  
a Washington corporation, and  
ALTINO PROPERTIES, INC., a Wash-  
ington corporation.

MEMBER OF JOINT VENTURE:

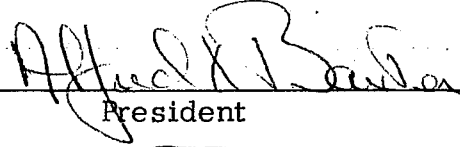
ALTINO PROPERTIES, INC.

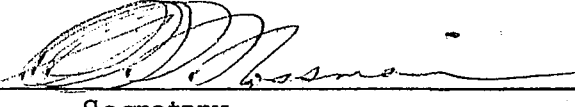
By   
Alex Cugini, President

By   
Alex Cugini, Jr., Secretary

GUARANTOR OF PURCHASER'S  
OBLIGATION:

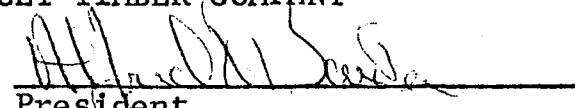
J. H. BAXTER & CO.


By   
President

By   
Secretary

MEMBER OF JOINT VENTURE:

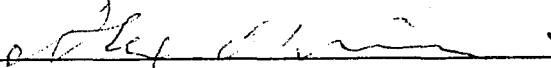
PUGET TIMBER COMPANY

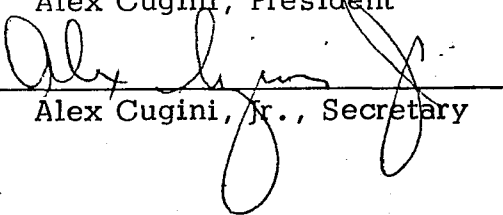
By   
President

By   
Secretary

**GUARANTOR OR PURCHASER'S  
OBLIGATION:**

BARBEE MILL CO., INC.

By   
Alex Cugini, President

By   
Alex Cugini, Jr., Secretary

GUARANTOR:

BARBEE MILLS, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
 ) ss.  
COUNTY OF Marion )

On this 25th day of June, 1971, personally appeared Peter C. Reilly and Robert J. Boyle, to me known to be the President and Secretary of REILLY TAR AND CHEMICAL CORPORATION, the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Veronica M. Bledsoe  
NOTARY PUBLIC in and for the State  
of Indiana, residing at Indianapolis  
VERONICA M. BLEDSOE  
My Commission Expires Jan. 29, 1974

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN MATEO )

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of PUGET TIMBER COMPANY, the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Jacqueline R. Padenbaugh  
NOTARY PUBLIC in and for the State  
of CALIFORNIA, residing at San Mateo  
MY COMMISSION EXPIRES AUGUST 27, 1971

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the President and Secretary of ALTINO PROPERTIES, INC., the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

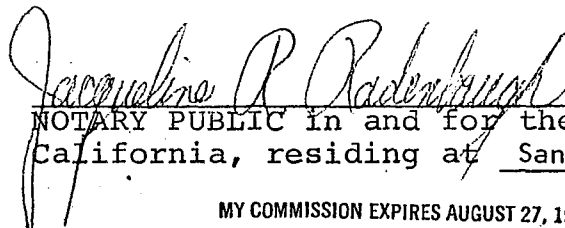
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Mateo )

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of J. H. BAXTER & CO., the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

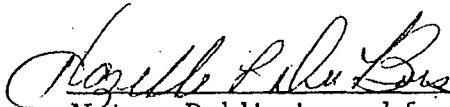
  
NOTARY PUBLIC in and for the State of  
California, residing at San Mateo.  
MY COMMISSION EXPIRES AUGUST 27, 1971



STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this 14 day of June, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALEX CUGINI and ALEX CUGINI, JR., to me known to be the President and Secretary, respectively, of BARBEE MILL CO., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Bellevue.

SCHEDULE "A"

DESCRIPTION  
REILLY TAR & CHEMICAL CORPORATION PROPERTY

That portion of Government Lot 5 in Section 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North  $89^{\circ}58'36''$  West along the South line of said Lot 5 1,113.01 feet to the Westerly line of said Northern Pacific Railroad Right of Way; thence North  $29^{\circ}44'54''$  East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North  $29^{\circ}44'54''$  East 200.01 feet to the true point of beginning of the line herein described; thence South  $56^{\circ}28'50''$  West 222.32 feet to a point which bears North  $59^{\circ}24'56''$  West 100.01 feet from said Point A; thence North  $59^{\circ}24'56''$  West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408, containing 31.7 acres more or less (accuracy to one acre) of which 12.8 acres are underwater shorelands.

The Harbor Area Lease dated the 30th day of November, 1943, between the Port of Seattle and Peter C. Reilly for that area between the inner and outer harbor lines lying adjacent to the area described above in Lake Washington.

All rights and interest in and to that certain lease between Foss Tug & Barge for booming and rafting of logs on Lake Washington dated the 1st day of December, 1962, between Reilly Tar & Chemical and Foss Tug & Barge.

All rights and permits, if any, from the Army Corps of Engineers for placing and locating structures, wharves, dolphins, piers and other devices that are in interference with navigation and require permits from the Army Corps of Engineers located in that area described in the Harbor Area Lease referred to above.